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15 CHURCH OF SCIENTOLOGY
16 INTERNATIONAL

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF MARIN

19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL, a California not-for-profit
21 religious corporation,

22 Plaintiff,

23 vs.

24 GERALD ARMSTRONG; DOES 1 through 25,
25 inclusive,

26 Defendants.

) CASE NO. BC 157680
) EVIDENCE IN SUPPORT OF
) PLAINTIFF'S NOTICE OF MOTION
) AND MOTION FOR SUMMARY
) ADJUDICATION OF THE
) TWENTIETH CAUSE OF ACTION
) OF PLAINTIFF'S COMPLAINT

)
) DATE: March 31, 1995
) TIME: 9:00 a.m.
) DEPT: 1

) DISCOVERY
) CUT-OFF: March 16, 1995
) MTN CUT-OFF: April 18, 1995
) TRIAL DATE: May 18, 1995

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VOLUME 2

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HUB LAW OFFICES

DECLARATION OF GERALD ARMSTRONG

I. Gerald Armstrong, declare:

1. I am over 18 years of age and a resident of the State of California. I have personal knowledge of the matters set forth herein and if called upon to testify thereto I competently would.

2. I am making this declaration in response to certain statements, principally those concerning me, made by David Miscavige in his declaration executed February 8, 1994, and filed in the case of Scientology v. Fishman & Geertz, United States District Court for the Central District of California, Case No. CV 91-6425 HLH(Tx).

3. Mr. Miscavige states that I am a proven liar because he has found a discrepancy between a finding of Judge Paul G. Breckenridge Jr. in his decision rendered June 20, 1984 in the case of Scientology v. Armstrong, Los Angeles Superior Court No. C 420153 (Armstrong I), and a statement allegedly made by me and secretly recorded by Mr. Miscavige's covert intelligence operatives in the fall of 1984. (Miscavige dec. p. 31, l. 22 - p. 32, l. 5). Mr. Miscavige is employing one of Scientology's confusion techniques the organization's founder L. Ron Hubbard dubbed "dropped out time." Mr. Miscavige's incidents, which he has linked for purposes of confusion, are years apart.

4. In this civilization fear is generally accepted to be an emotion or state of mind which can either be present or not present, or perhaps present in degrees. It is fairly well accepted that a not abnormal person can be afraid one

1 day, when, for example there are a couple of unidentified
2 men at four a.m. outside the person's bedroom window where
3 no men ought to be at four a.m., and not afraid on another
4 day, when the person is, for example, watching the Dodgers
5 beat the Giants. That the person claimed to be afraid at
6 four a.m Sunday and not afraid at the Wednesday ballgame
7 does not make that person a proven liar. In my case there
8 were more than two years between one time when I was afraid
9 and the next occasion when Mr. Miscavige says I said I was
10 not afraid.

11 5. In his decision, a true and correct copy of which
12 is appended hereto as Exhibit A, Judge Breckenridge states:

13 "From his extensive knowledge of the
14 covert and intelligence operations
15 carried out by the Church of Scientology
16 of California against its enemies
17 (suppressive persons), Defendant
18 Armstrong became terrified and feared
19 that his life and the life of his wife
20 were in danger, and he also feared he
21 would be the target of costly and
22 harassing lawsuits."

23

24 "It was thereafter, in the summer of
25 1982, that Defendant Armstrong asked Mr.
26 Garrison for copies of documents to use
27 in his defense and sent the documents to
28 his attorneys, Michael Flynn and Contos

1 & Bunch.

2 After the within suit was filed on
3 August 2, 1982, Defendant Armstrong was
4 the subject of harassment, including
5 being followed and surveilled by
6 individuals who admitted employment by
7 [Scientology]; being assaulted by one of
8 these individuals; being struck bodily
9 by a car driven by one of these
10 individuals; having two attempts made by
11 said individuals apparently to involve
12 Defendant Armstrong in a freeway
13 automobile accident; having said
14 individuals come onto Defendant
15 Armstrong's property, spy in his
16 windows, create disturbances, and upset
17 his neighbors." (Ex. A. Appendix p. 14,
18 1. 6 - p. 15, 1. 3)

19 6. It is clear that Judge Breckenridge in his
20 statements about my fear of organization legal and extra-
21 legal attacks is referring to my state of mind in the period
22 between the organization's publication of its "Suppressive
23 Person Declares" on me in early 1982 and its filing of
24 Armstrong I in August, 1982. This fear was not irrational
25 or unfounded as the organization itself proved when it
26 harassed my wife and me as Judge Breckenridge found, and did
27 file harassing and costly lawsuits against me. All of these
28 harassing and criminal acts were carried out during Mr.

1 Miscavige's control of such activities, which he claims to
2 have wrested from the Guardian's Office, which, itself, just
3 as he himself, according to Mr. Miscavige "used unscrupulous
4 means to deal with people they perceived as enemies of the
5 Church." (Miscavige dec. p. 17, l. 17).

6 7. Mr. Miscavige's new Guardian's Office, the Office
7 of Special Affairs, did not end its criminal and abusive
8 tactics with the incidents listed by Judge Breckenridge, but
9 has added ten more years of "fair game" attacks since the
10 1984 decision, including, but not limited to:

- 11 a. attempted framing by entrapment and illegal
12 videotaping;
- 13 b. filing false criminal charges with the Los Angeles
14 District Attorney;
- 15 c. filing false criminal charges with the Boston
16 office of the FBI;
- 17 d. filing false declarations;
- 18 e. bringing contempt of court proceedings on three
19 occasions based on false charges;
- 20 f. making false accusations in internationally
21 published media of crimes, including crimes
22 against humanity;
- 23 g. culling and disseminating information from my
24 supposedly confidential auditing (psychotherapy)
25 files;
- 26 h. relentlessly attacking my attorney, Michael Flynn
27 of Boston, Massachusetts with some 15 lawsuits,
28 baseless bar complaints, theft of office

documents, infiltration of his law practice,
framing him with the forgery of a \$2,000,000
check, an international black PR campaign, threats
to him and his family, and, according to him,
attempted assassination; all for the purpose of
driving him out of the organization-related
litigation in order to leave his clients
undefended against the organization's attacks;

i. fraudulently promising to discontinue "fair game"
against me if I settled my cross-complaint against
the organization, knowing full well that it would
continue to attack me in the courts and the
marketplace of ideas once I signed its settlement
contract, which I did in December, 1986, and once
it had contracted with Mr. Flynn to not defend me
in future litigation;

j. following the settlement, publishing a false and
unfavorable description of me in a "dead agent"
pack relating to writer and anti-Scientology
litigant Bent Corydon;

k. filing several affidavits in the case of Church of
Scientology of California v. Russell Miller and
Penguin Books Limited, case no. 6140 in the High
Court of Justice in London England which falsely
accused me of violations of court orders, and
falsely labeled me "an admitted agent provocateur
of the U.S. Federal Government";

l. delivering copies of an edited version of an

1
2 illegally obtained 1984 videotape of me to the
3 international media;

4 m. threatening me with lawsuits on six occasions if I
5 did not abet its obstruction of justice in the
6 Miller case, in the case of Bent Corydon v.
7 Scientology, Los Angeles Superior Court No. C
8 694401, wherein Corydon had subpoenaed me as a
9 witness, and in the case of Scientology v. Yanny,
10 Los Angeles Superior Court No. C 690211;

11 n. threatening to release my confidences, which it
12 had stolen from a friend, and which had been
13 specifically sealed by Judge Breckenridge in
14 Armstrong I if I did not assist it in preventing
15 Corydon from gaining access to the Armstrong I
16 court file;

17 o. on February 4, 1992, filing a lawsuit, Scientology
18 v. Gerald Armstrong, Marin Superior Court Case No.
19 152229 ("Armstrong II"), transferred to Los
20 Angeles Superior Court and given Case No. BC
21 052395, alleging contract breaches, which it
22 itself precipitated, for the purposes of, inter
23 alia, obstructing justice, suppressing evidence,
24 assassinating my reputation, retaliation and
25 intimidation;

26 p. on July 8, 1993, filing a lawsuit Scientology v.
27 Gerald Armstrong & The Gerald Armstrong
28 Corporation, Los Angeles Superior Court Case No.
BC 084642 ("Armstrong III") for the same purposes

as in o. above;

9. on July 23, 1993, filing a lawsuit, Scientology v. Gerald Armstrong, Michael Walton & The Gerald Armstrong Corporation, Marin Superior Court Case No. 157680 ("Armstrong IV") for the same purposes as in o. above;

r. twice more bringing contempt of court charges against me based on false sworn statements.

8. The videotapes from which Mr. Miscavige claims to quote were made in November, 1984. In order to provide a context for how I came to be involved with his operatives who set up the videotaping and to clarify the words of both the operatives and myself which were recorded, and a few of which Mr. Miscavige claims to quote, I am appending hereto as Exhibit B a copy of a declaration/screenplay outline I have just completed and called "Find a Better Basket."

9. When I state on the 1984 videotape that I am not afraid, I am answering one of the operatives' questions or challenges which he has been drilled to state. In responding the way I did I am honestly communicating one of the changes I had perceived in my psyche over the almost three years since I left the organization. Because the organization teaches its members to put their faith in what cannot protect them; e.g., data, wins, attacks, hatred, disconnection, leverage, lawsuits, private investigators, fair game, L. Ron Hubbard or David Miscavige; it leaves them with a seemingly irreducible fear. Those who put their faith in God, wherein lies perfect protection, give up their

1 fear. There will still be times when fear will arise, but
2 the reestablishing of faith in God will every time cause
3 that fear to disappear into the nothing it is. I was
4 beginning to learn that wisdom by the time of the 1984
5 videotaping. In fact it was that learning which seemed to
6 move me to associate with the operatives who only sought my
7 destruction. I have stated many times that I have an
8 undeniable concern that before it comes to its senses or
9 saner minds prevail in the organization its power structure
10 headed by Mr. Miscavige will have me assassinated or do
11 something else diabolical and dangerous, and this has
12 produced in me an awareness of threat and is a fact of my
13 present psychological condition. The power structure is
14 quite capable of violent and criminal acts, or of purchasing
15 such acts. The power structure is armed, and its head PI
16 Eugene M. Ingram has threatened to kill me. The power
17 structure makes a religion of terrifying countless
18 vulnerable and innocent people who do not have my certainty
19 and do not have my skills to fight the organization's
20 tyranny. For these reasons I oppose its tyranny and its
21 suppressive doctrines and practices. Mr. Miscavige should
22 not be pointing out imagined inconsistencies in whether one
23 of his victims in one year or another was afraid or not of
24 his vicious organization, but should be eliminating all of
25 its viciousness so that no one ever again is made afraid by
26 it.

27 10. Mr. Miscavige calls the videotaping of me "a
28 police-sanctioned investigation." (Miscavige Dec. p. 31, 1.

28) This is a lie Mr. Miscavige must tell as if his life depends on it. I provided the truth in "Find a Better Basket."

"Organization lawyers, Earle Cooley and John Peterson, claimed (during the 1985 trial of Julie Christofferson v. Scientology, Circuit Court of the State of Oregon, Multnomah County, No. A7704-05184, that) the Armstrong operation had been authorized by the Los Angeles Police Department, and they produced a letter dated November 7, 1984, signed by an officer Phillip Rodriguez, directing organization private investigator Eugene M. Ingram to electronically eavesdrop on me and Michael Flynn.

On April 23, 1985, Los Angeles Police Chief Daryl F. Gates issued a public statement, denying that the Rodriguez letter was a correspondence from the Los Angeles Police Department, denying that the Los Angeles Police Department had cooperated with Ingram, and stating emphatically that all purported authorizations directed to Ingram by any member of the Los Angeles Police Department are invalid and unauthorized. On information and belief, the officer, Phillip Rodriguez, who signed Ingram's letter was paid \$10,000.00 for his signature. Also on information and belief, following a Los Angeles Police Department Internal Affairs

1 Division investigation and a Police Department
2 Board of Rights. Officer Rodriguez was suspended
3 from the Los Angeles Police Force." ("Better
4 Basket," p. 13, paras. 22 and 23)

5 A copy of Officer Rodriguez's "authorization" is appended
6 hereto as Exhibit C, and a copy of Chief Gates' public
7 announcement is appended hereto as Exhibit D.

8 11. Mr. Miscavige claims that his illegal videotapes
9 of me capture me acknowledging my real motives, to overthrow
10 his organization's leadership and gain control of it.
11 (Miscavige Dec. p. 32, 1.1 - 1.3) This is absurd. His own
12 people, operated by him, came to me with their idea,
13 approved by him, as outlined in "Better Basket," of wresting
14 control of the organization from what they called the
15 "criminals" running it. I have never had a desire control
16 the Scientology organization or Scientology, although I
17 recognize that its leaders should be restrained from further
18 abuse of anyone. My real motive in my day-to-day
19 relationship with its leaders is to get it out of the
20 litigation business and get it to cease its assault on the
21 justice system, its abuse of innocence and its threatening
22 of me, my friends and people of good will everywhere. I
23 know David Miscavige personally. I know him to be a bully,
24 a liar and a perfect replacement for L. Ron Hubbard at the
25 controls of his empire. I also know that God is in him as
26 He is in everyone else and that bullying and lying are just
27 mad and useless efforts to fight that fact.

28 12. Mr. Miscavige states that I advise one of his

1 covert operatives to accuse the organization of various
2 criminal acts and when I am told that no evidence exists to
3 support those charges I respond to "just allege it."
4 (Miscavige Dec. p. 32, 1. 5 - 1. 8) "Better Basket"
5 describes something of the context in which I make a
6 statement differentiating between "allegations" and "proof."
7 The operative I'm talking to is Mike Rinder. Before this
8 meeting I had already, on request of the "Loyalists,"
9 provided them with a "bare bones" draft of a complaint.
10 Complaints contain allegations. Complaints do not contain
11 proof. Rinder, who had been represented to me as the
12 Loyalists' "best legal mind" couldn't seem to get the
13 distinction between allegations and proof in the complaint,
14 and I was frustrated in our conversation because he seemed
15 so dense. Now, of course, his denseness is fully
16 understandable. He had to appear stupid and had to deny
17 that there was any "proof" of the sort of allegations that
18 would be made in a complaint because he knew he was being
19 recorded on a videotape which was going to be used to
20 attack, and if possible destroy me. Even what the
21 organization has done to me alone (see, e.g., crimes listed
22 by Judge Breckenridge and the list in paragraph 7 above) is
23 enough for actual true-hearted reformers to bring a lawsuit
24 to take control of the organization from the criminals now
25 in charge.

26 13. During Mr. Miscavige's videotape operation a
27 briefcase containing a book of my original drawings and
28 writings and other documents was stolen from the trunk of my

1 car. My attorney made a demand on the organization for the
2 return of these materials. The organization denied having
3 them. I have recently been advised by Vicki Aznaran, a
4 former organization executive who carried out operations
5 against individuals on Mr. Miscavige's orders, that he told
6 her at the time of their theft that he had them and he
7 described them to her. Knowing that this declaration will
8 be seen by Mr. Miscavige, I herewith renew my demand to him
9 for the return of my materials to me.

10 14. I will also take the opportunity to advise this
11 Court that Mr. Miscavige's organization considers that it
12 has me under a contract whereby it may sue me for filing
13 this declaration, not because it is untrue or libelous, but
14 because that is what the organization insists its contract
15 permits. This contract was obtained by Mr. Miscavige as the
16 result of his organization's years of attack on my attorney
17 Michael Flynn, as stated in paragraph 7 subparagraph h.
18 above. In order to get the organization to cease its fair
19 game against Mr. Flynn I had to sign its contract, which,
20 according to Mr. Miscavige, allows him and his agents to say
21 whatever they want about me in any court proceeding or in
22 the media and I may not respond. If I do respond I become
23 subject to a \$50,000.00 liquidated damages provision for
24 every utterance, and the target in another Miscavige-ordered
25 costly and harassing lawsuit. The three lawsuits, Armstrong
26 II, III and IV described in paragraph 7, subparagraphs o, p
27 and q, and the contempt of court proceedings at subparagraph
28 r, are all pursuant to this contract. The contract is

1 against public policy and illegal. Mr. Miscavige, moreover,
2 entered into a separate illegal contract with Mr. Flynn,
3 which prohibits Mr. Flynn from assisting me in any
4 litigation against the organization. If Mr. Flynn were to
5 assist me he would again be subjected to "fair game." Mr.
6 Miscavige would be wise to rescind all these illegal
7 contracts and discontinue his abuse of the legal process and
8 totally eliminate from his organization the doctrine and
9 practice of fair game, and not merely deny its existence.

10 15. Mr. Miscavige claims to know a great deal about
11 the IRS dropping me as a witness because of his videotapes.
12 In truth I was not dropped as a witness at all, and my
13 credibility, despite more than twelve years of his
14 organization's attacks on it, is intact. One of the
15 conditions of the 1986 "settlement" with Mr. Miscavige's
16 organization was that in order for the organization to
17 discontinue the "fair game" against Mr. Flynn I had to sign
18 a knowingly false affidavit, essentially stating that Mr.
19 Miscavige's new regime had discontinued the organization's
20 criminal activities. Mr. Flynn claimed that the
21 organization had already tried to murder him and he felt his
22 life and his family were in danger. I fully believed Mr.
23 Flynn because I had myself been the target of fair game for
24 five years by then and had likewise been threatened with
25 murder. I, along with several other of Mr. Flynn's clients,
26 therefore signed these false affidavits which the
27 organization had prepared. The organization then filed the
28 false affidavits in its IRS litigations. Mr. Miscavige

1 makes much of the IRS granting his organization tax exempt
2 status. Our government's turning its back on this
3 organization's thousands of victims and apparently ignoring
4 its obnoxious, irreligious and criminal core nature,
5 however, does not make this victimization and antisocial
6 nature either right or religious.

7 16. Mr. Miscavige also claims that Scientology's
8 philosophy and practice of opportunistic hatred, called
9 "fair game" by L. Ron Hubbard, its originator, doesn't
10 exist. It does.

11 I declare under the penalty of perjury under the laws
12 of the State of California that the foregoing is true and
13 correct.

14 Executed at San Anselmo, California, on February 22,
15 1994.

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A handwritten signature in black ink, appearing to read 'G. Armstrong', written over a horizontal line.

GERALD ARMSTRONG

FILED

JUN 22 1984

BY ROSIE M. HART, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENOTOLOGY OF CALIFORNIA,)	No. C 420153
)	
Plaintiff,)	MEMORANDUM OF
)	INTENDED DECISION
vs.)	
)	
GERALD ARMSTRONG,)	
)	
Defendant.)	
<hr/>		
MARY SUE HUBBARD,)	
)	
Intervenor.)	
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In this matter heretofore taken under submission, the Court announces its intended decision as follows:

As to the tort causes of action, plaintiff, and plaintiff in intervention are to take nothing, and defendant is entitled to Judgment and costs.

As to the equitable actions, the court finds that neither plaintiff has clean hands, and that at least as of this time, are not entitled to the immediate return of any document or objects presently retained by the court clerk. All exhibits

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1 received in evidence or marked for identification, unless
2 specifically ordered sealed¹, are matters of public record and
3 shall be available for public inspection or use to the same
4 extent that any such exhibit would be available in any other
5 lawsuit. In other words they are to be treated henceforth no
6 differently than similar exhibits in other cases in Superior
7 Court. Furthermore, the "inventory list and description," of
8 materials turned over by Armstrong's attorneys to the court,
9 shall not be considered or deemed to be confidential, private,
10 or under seal.

11 All other documents or objects presently in the possession
12 of the clerk (not marked herein as court exhibits) shall be
13 retained by the clerk, subject to the same orders as are
14 presently in effect as to sealing and inspection, until such
15 time as trial court proceedings are concluded as to the severed
16 cross complaint. For the purposes of this Judgment, conclusion
17 will occur when any motion for a new trial has been denied, or
18 the time within such a motion must be brought has expired
19 without such a motion being made. At that time, all documents
20 neither received in evidence, nor marked for identification
21 only, shall be released by the clerk to plaintiff's
22 representatives. Notwithstanding this order, the parties may
23
24

25 1. Exhibits in evidence No. 500-40; JJJ; KKK; LLL; MMM;
26 NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ.

27 Exhibits for identification only No. JJJJ; Series
28 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ,
CCCCC, GGGGG, IIIII, KKKKK, LLLLL, OOOOO, PPPPP, QQQQQ, BBBBEE,
OOOOOO, BBBBEE.

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1 at any time by written stipulation filed with the clerk obtain
2 release of any or all such unused materials.

3 Defendant and his counsel are free to speak or communicate
4 upon any of Defendant Armstrong's recollections of his life as
5 a Scientologist or the contents of any exhibit received in
6 evidence or marked for identification and not specifically
7 ordered sealed. As to all documents, and other materials held
8 under seal by the clerk, counsel and the defendant shall remain
9 subject to the same injunctions as presently exist, at least
10 until the conclusion of the proceedings on the cross complaint.
11 However, in any other legal proceedings in which defense
12 counsel, or any of them, is of record, such counsel shall have
13 the right to discuss exhibits under seal, or their contents, if
14 such is reasonably necessary and incidental to the proper
15 representation of his or her client.

16 Further, if any court of competent jurisdiction orders --
17 --defendant or his attorney to testify concerning the fact of any --
18 such exhibit, document, object, or its contents, such testimony
19 shall be given, and no violation of this order will occur.
20 Likewise, defendant and his counsel may discuss the contents of
21 any documents under seal or of any matters as to which this
22 court has found to be privileged as between the parties hereto,
23 with any duly constituted Governmental Law Enforcement Agency
24 or submit any exhibits or declarations thereto concerning such
25 document or materials, without violating any order of this
26 court.

27 ///

28 ///

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1 This court will retain jurisdiction to enforce, modify,
2 alter, or terminate any injunction included within the
3 judgment.

4 Counsel for defendant is ordered to prepare, serve, and
5 file a Judgment on the Complaint and Complaint in Intervention,
6 and Statement of Decision if timely and properly requested,
7 consistent with the court's intended decision.

8
9 Discussion

10 The court has found the facts essentially as set forth in
11 defendant's trial brief, which as modified, is attached as an
12 appendix to this memorandum. In addition the court finds that
13 while working for L.R. Hubbard (hereinafter referred to as
14 LRH), the defendant also had an informal employer-employee
15 relationship with plaintiff Church, but had permission and
16 authority from plaintiffs and LRH to provide Omar Garrison with
17 every document or object that was made available to Mr. ~~Hubbard~~
18 Garrison, and further, had permission from Omar Garrison to
19 take and deliver to his attorneys the documents and materials
20 which were subsequently delivered to them and thenceforth into
21 the custody of the County Clerk.

22 Plaintiff Church has made out a prima facie case of
23 conversion (as bailee of the materials), breach of fiduciary
24 duty, and breach of confidence (as the former employer who
25 provided confidential materials to its then employee for
26 certain specific purposes, which the employee later used for
27 other purposes to plaintiff's detriment). Plaintiff Mary Jane
28 Hubbard has likewise made out a prima facie case of conversion

1 and invasion of privacy (misuse by a person of private matters
2 entrusted to him for certain specific purposes only).

3 While defendant has asserted various theories of defense,
4 the basic thrust of his testimony is that he did what he did,
5 because he believed that his life, physical and mental well
6 being, as well as that of his wife were threatened because the
7 organization was aware of what he knew about the life of LRF,
8 the secret machinations and financial activities of the Church,
9 and his dedication to the truth. He believed that the only way
10 he could defend himself, physically as well as from harassing
11 lawsuits, was to take from Omar Garrison those materials which
12 would support and corroborate everything that he had been
13 saying within the Church about LRF and the Church, or refute
14 the allegations made against him in the April 22 Suppressive
15 Person Declare. He believed that the only way he could be sure
16 that the documents would remain secure for his future use was
17 to send them to his attorneys, and that to protect himself, he
18 had to go public so as to minimize the risk that LRF, the
19 Church, or any of their agents would do him physical harm.

20 This conduct if reasonably believed in by defendant and
21 engaged in by him in good faith, finds support as a defense to
22 the plaintiff's charges in the Restatements of Agency, Torts,
23 and case law.

24 Restatement of Agency, Second, provides:

25 "Section 395f: An agent is privileged to reveal
26 information confidentially acquired by him in the course
27 of his agency in the protection of a superior interest of
28 himself or a third person.

1 "Section 418: An agent is privileged to protect
2 interests of his own which are superior to those of the
3 principal, even though he does so at the expense of the
4 principal's interest or in disobedience to his orders."

5 Restatement of torts, Second, section 271:

6 "One is privileged to commit an act which would
7 otherwise be a trespass to or a conversion of a chattel in
8 the possession of another, for the purpose of defending
9 himself or a third person against the other, under the
10 same conditions which would afford a privilege to inflict
11 harmful or offensive contact upon the other for the same
12 purpose."

13 The Restatement of Torts, Second, section 652a, as well as
14 case law, make it clear that not all invasions of privacy are
15 unlawful or tortious. It is only when the invasion is
16 unreasonable that it becomes actionable. Hence, the trier of
17 fact must engage in a balancing test, weighing the nature and
18 extent of the invasion, as against the purported justification
19 therefore to determine whether in a given case, the particular
20 invasion or intrusion was unreasonable.

21 In addition the defendant has asserted as a defense the
22 principal involved in the case of Willig v. Gold, 75
23 Cal.App.2d, 809, 814, which holds that an agent has a right or
24 privilege to disclose his principal's dishonest acts to the
25 party prejudicially affected by them.

26 Plaintiff Church has asserted and obviously has certain
27 rights arising out of the First Amendment. Thus, the court
28 cannot, and has not, inquired into or attempted to evaluate the

merits, accuracy, or truthfulness of Scientology or any of its precepts as a religion. First Amendment rights, however, cannot be utilized by the Church or its members, as a sword to preclude the defendant, whom the Church is suing, from defending himself. Therefore, the actual practices of the Church or its members, as it relates to the reasonableness of the defendant's conduct and his state of mind are relevant, admissible, and have been considered by the court.

As indicated by its factual findings, the court finds the testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan, Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas, and Howard Schomer to be credible, extremely persuasive, and the defense of privilege or justification established and corroborated by this evidence. Obviously, there are some discrepancies or variations in recollections, but these are the normal problems which arise from lapse of time, or from different people viewing matters or events from different perspectives. In all critical and important matters, their testimony was precise, accurate, and rang true. The picture painted by these former dedicated Scientologists, all of whom were intimately involved with LRH, or Mary Jane Hubbard, or of the Scientology Organization, is on the one hand pathetic, and on the other, outrageous. Each of these persons literally gave years of his or her respective life in support of a man, LRH, and his ideas. Each has manifested a waste and loss or frustration which is incapable of description. Each has broken with the movement for a variety of reasons, but at the same time, each is, still bound by the knowledge that the Church has

1 in its posse. On his or her most inner thoughts and
2 confessions, all recorded in "pre-clear (P.C.) folders" or
3 other security files of the organization, and that the Church
4 or its minions is fully capable of intimidation or other
5 physical or psychological abuse if it suits their ends. The
6 record is replete with evidence of such abuse.

7 In 1970 a police agency of the French Government conducted
8 an investigation into Scientology and concluded, "this sect,
9 under the pretext of 'freeing humans' is nothing in reality but
10 a vast enterprise to extract the maximum amount of money from
11 its adepts by (use of) pseudo-scientific theories, by (use of)
12 'auditions' and 'stage settings' (lit. to create a theatrical
13 scene') pushed to extremes (a machine to detect lies, its own
14 particular phraseology . . .), to estrange adepts from their
15 families and to exercise a kind of blackmail against persons
16 who do not wish to continue with this sect."² From the
17 evidence presented to this court in 1984, at the very least,
18 similar conclusions can be drawn. In addition to violating and
19 abusing its own members civil rights, the organization over the
20 years with its "Fair Game" doctrine has harassed and abused
21 those persons not in the Church whom it perceives as enemies.
22 The organization clearly is schizophrenic and paranoid, and
23 this bizarre combination seems to be a reflection of its
24 founder LRM. The evidence portrays a man who has been
25 virtually a pathological liar when it comes to his history,
26
27

28 2. Exhibit 500-BHHHHH.

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1 background, - achievements. The writ. ,s and documents in
2 evidence additionally reflect his egoism, greed, avarice, lust
3 for power, and vindictiveness and aggressiveness against
4 persons perceived by him to be disloyal or hostile. At the
5 same time it appears that he is charismatic and highly capable
6 of motivating, organizing, controlling, manipulating, and
7 inspiring his adherents. He has been referred to during the
8 trial as a "genius," a "revered person," a man who was "viewed
9 by his followers in awe." Obviously, he is and has been a very
10 complex person, and that complexity is further reflected in his
11 alter ego, the Church of Scientology. Notwithstanding
12 protestations to the contrary, this court is satisfied that LRM
13 runs the Church in all ways through the Sea Organization, his
14 role of Commodore, and the Commodore's Messengers.³ He has, of
15 course, chosen to go into "seclusion," but he maintains contact
16 and control through the top messengers. Seclusion has its
17 light and dark side too. It adds to his mystique, and yet
18 shields him from accountability and subpoena or service of
19 summons.

20 LRM's wife, Mary Sue Hubbard is also a plaintiff herein.
21 On the one hand she certainly appeared to be a pathetic
22 individual. She was forced from her post as Controller,
23 convicted and imprisoned as a felon, and deserted by her
24 husband. On the other hand her credibility leaves much to be
25 desired. She struck the familiar pose of not seeing, hearing,
26

27 3. See Exhibit K: Flag Order 3729 - 15 September 1978
28 "Commodore's Messengers."

1 or knowing a evil. Yet she was the h. of the Guardian
2 Office for years and among other things, authored the infamous
3 order "GO 121669"⁴ which directed culling of supposedly
4 confidential P.C. files/folders for purposes of internal
5 security. In her testimony she expressed the feeling that
6 defendant by delivering the documents, writings, letters to his
7 attorneys, subjected her to mental rape. The evidence is clear
8 and the court finds that defendant and Omar Garrison had
9 permission to utilize these documents for the purpose of
10 Garrison's proposed biography. The only other persons who were
11 shown any of the documents were defendant's attorneys, the
12 Douglasses, the Dincalcis, and apparently some documents
13 specifically affecting LRH's son "Nibs," were shown to "Nibs."
14 The Douglasses and Dincalcises were disaffected Scientologists
15 who had a concern for their own safety and mental security, and
16 were much in the same situation as defendant. They had not
17 been declared as suppressive, but Scientology had their P.C.
18 folders, as well as other confessions, and they were extremely
19 apprehensive. They did not see very many of the documents, and
20 it is not entirely clear which they saw. At any rate Mary Sue
21 Hubbard did not appear to be so much distressed by this fact,
22 as by the fact that Armstrong had given the documents to
23 Michael Flynn, whom the Church considered its foremost
24
25
26
27
28

4. Exhibit AAA.

1 lawyer-enemy." However, just as the plaintiffs have First
2 Amendment rights, the defendant has a Constitutional right to
3 an attorney of his own choosing. In legal contemplation the
4 fact that defendant selected Mr. Flynn rather than some other
5 lawyer cannot by itself be tortious. In determining whether
6 the defendant unreasonably invaded Mrs. Hubbard's privacy, the
7 court is satisfied the invasion was slight, and the reasons and
8 justification for defendant's conduct manifest. Defendant was
9 told by Scientology to get an attorney. He was declared an
10 enemy by the Church. He believed, reasonably, that he was
11 subject to "fair game." The only way he could defend himself,
12 his integrity, and his wife was to take that which was
13 available to him and place it in a safe harbor, to wit, his
14 lawyer's custody. He may have engaged in overkill, in the
15 sense that he took voluminous materials, some of which appear
16 only marginally relevant to his defense. But he was not a
17 lawyer and cannot be held to that precise standard of judgment.
18 Further, at the time that he was accumulating the material, he
19 was terrified and undergoing severe emotional turmoil. The
20 court is satisfied that he did not unreasonably intrude upon
21 Mrs. Hubbard's privacy under the circumstances by in effect
22 simply making his knowledge that of his attorneys. It is, of
23 course, rather ironic that the person who authorized G.O. order
24 121669 should complain about an invasion of privacy. The

25
26 5. "No, I think my emotional distress and upset is the
27 fact that someone took papers and materials without my
28 authorization and then gave them to your Mr. Flynn."
Reporter's Transcript, p. 1006.

1 practice of culling supposedly confidential "P.C. folders or
2 files" to obtain information for purposes of intimidation
3 and/or harassment is repugnant and outrageous. The Guardian's
4 Office, which plaintiff headed, was no respecter of anyone's
5 civil rights, particularly that of privacy. Plaintiff Mary Sue
6 Hubbard's cause of action for conversion must fail for the same
7 reason as plaintiff Church. The documents were all together in
8 Omar Garrison's possession. There was no rational way the
9 defendant could make any distinction.

10 Insofar as the return of documents is concerned, matters
11 which are still under seal may have evidentiary value in the
12 trial of the cross complaint or in other third party
13 litigation. By the time that proceedings on the cross
14 complaint are concluded, the court's present feeling is that
15 those documents or objects not used by that time should be
16 returned to plaintiff. However, the court will reserve
17 jurisdiction to reconsider that should circumstances warrant.

18 Dated: June 10, 1984

19
20 Paul G. Breckenridge, Jr.
21 PAUL G. BRECKENRIDGE, JR.
22 Judge of the Superior Court
23
24
25
26
27
28

THE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-
TACHED IS A FULL TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

ATTEST

SEP 11 1984
JOHN J. CONCORAN, Deputy Clerk and Clerk of the
Superior Court of California,
County of Los Angeles
BY S. HURST DEPUTY
S. HURST

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Appendix

Defendant Armstrong was involved with Scientology from 1969 through 1981, a period spanning 12 years. During that time he was a dedicated and devoted member who revered the founder, L. Ron Hubbard. There was little that Defendant Armstrong would not do for Hubbard or the Organization. He gave up formal education, one-third of his life, money and anything he could give in order to further the goals of Scientology, goals he believed were based upon the truth, honesty, integrity of Hubbard and the Organization.

From 1971 through 1981, Defendant Armstrong was a member of the Sea Organization, a group of highly trained scientologists who were considered the upper echelon of the Scientology organization. During those years he was placed in various locations, but it was never made clear to him exactly which Scientology corporation he was working for. Defendant Armstrong understood that, ultimately, he was working for L. Ron Hubbard, who controlled all Scientology finances, personnel, and operations while Defendant was in the Sea Organization.

Beginning in 1979 Defendant Armstrong resided at Gilman Hot Springs, California, in Hubbard's "Household Unit." The Household Unit took care of the personal wishes and needs of Hubbard at many levels. Defendant Armstrong acted as the L. Ron Hubbard Renovations In-Charge and was responsible for renovations, decoration, and maintenance of Hubbard's home and office at Gilman Hot Springs.

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1 In January of 1980 there was an announcement of a possible
2 raid to be made by the FBI or other law enforcement agencies of
3 the property. Everyone on the property was required by
4 Hubbard's representatives, the Commodore's Messengers, to go
5 through all documents located on the property and "vet" or
6 destroy anything which showed that Hubbard controlled
7 Scientology organizations, retained financial control, or was
8 issuing orders to people at Gilman Hot Springs.

9 A commercial paper shredder was rented and operated day
10 and night for two weeks to destroy hundreds of thousands of
11 pages of documents.

12 During the period of shredding, Brenda Black, the
13 individual responsible for storage of Hubbard's personal
14 belongings at Gilman Hot Springs, came to Defendant Armstrong
15 with a box of documents and asked whether they were to be
16 shredded. Defendant Armstrong reviewed the documents and found
17 that they consisted of a wide variety of documents including
18 Hubbard's personal papers, diaries, and other writings from a
19 time before he started Dianetics in 1950, together with
20 documents belonging to third persons which had apparently been
21 stolen by Hubbard or his agents. Defendant Armstrong took the
22 documents from Ms. Black and placed them in a safe location on
23 the property. He then searched for and located another twenty
24 or more boxes containing similar materials, which were poorly
25 maintained.

26 On January 8, 1980, Defendant Armstrong wrote a petition
27 to Hubbard requesting his permission to perform the research
28 for a biography to be done about his life. The petition states .

1 that Defendant Armstrong had located the subject materials and
2 lists of a number of activities he wished to perform in
3 connection with the biography research.

4 Hubbard approved the petition, and Defendant Armstrong
5 became the L. Ron Hubbard Personal Relations Officer Researcher
6 (PPRO Res). Defendant claims that this petition and its
7 approval forms the basis for a contract between Defendant and
8 Hubbard. Defendant Armstrong's supervisor was then Laurel
9 Sullivan, L. Ron Hubbard's Personal Public Relations Officer.

10 During the first part of 1980, Defendant Armstrong moved
11 all of the L. Ron Hubbard Archives materials he had located at
12 Gilman Hot Springs to an office in the Church of Scientology
13 Cedars Complex in Los Angeles. These materials comprised
14 approximately six file cabinets. Defendant Armstrong had
15 located himself in the Cedars Complex, because he was also
16 involved in "Mission Corporate Category Sort-Out," a mission to
17 work out legal strategy. Defendant Armstrong was involved with
18 this mission until June of 1980.

19 It was also during this early part of 1980 that Hubbard
20 left the location in Gilman Hot Springs, California, and went
21 into hiding. Although Defendant Armstrong was advised by
22 Laurel Sullivan that no one could communicate with Hubbard,
23 Defendant Armstrong knew that the ability for communication
24 existed, because he had forwarded materials to Hubbard at his
25 request in mid-1980.

26 Because of this purported inability to communicate with
27 Hubbard, Defendant Armstrong's request to purchase biographical
28 materials of Hubbard from people who offered them for sale went

1 to the Commoc. 's Messenger Organization, the personal
2 representatives of Hubbard.

3 In June of 1980 Defendant Armstrong became involved in the
4 selection of a writer for the Hubbard biography. Defendant
5 Armstrong learned that Hubbard had approved of a biography
6 proposal prepared by Omar Garrison, a writer who was not a
7 member of Scientology. Defendant Armstrong had meetings with
8 Mr. Garrison regarding the writing of the biography and what
9 documentation and assistance would be made available to him.
10 As understood by Mr. Garrison, Defendant Armstrong represented
11 Hubbard in these discussions.

12 Mr. Garrison was advised that the research material he
13 would have at his disposal were Hubbard's personal archives.
14 Mr. Garrison would only undertake a writing of the biography if
15 the materials provided to him were from Hubbard's personal
16 archives, and only if his manuscript was subject to the
17 approval of Hubbard himself.

18 In October of 1980 Mr. Garrison came to Los Angeles and
19 was toured through the Hubbard archives materials that
20 Defendant Armstrong had assembled up to that time. This was an
21 important "selling point" in obtaining Mr. Garrison's agreement
22 to write the biography. On October 30, 1980, an agreement was
23 entered into between Ralston-Pilot, ncw. F/S/O Omar V.
24 Garrison, and AOSH DK Publications of Copenhagen, Denmark, for
25 the writing of a biography of Hubbard.

26 Paragraph 10B of the agreement states that:

27 "Publisher shall use its best efforts to provide
28 Author with an office, an officer assistant and/or

1 research assistant, office supplies and any needed
2 archival and interview materials in connection with
3 the writing of the Work."

4 The "research assistant" provided to Mr. Garrison was
5 Defendant Armstrong.

6 During 1980 Defendant Armstrong exchanged correspondence
7 with Intervenor regarding the biography project. Following his
8 approval by Hubbard as biography researcher, Defendant
9 Armstrong wrote to Intervenor on February 5, 1980, advising her
10 of the scope of the project. In the letter Defendant stated
11 that he had found documents which included Hubbard's diary from
12 his Orient trip, poems, essays from his youth, and several
13 personal letters, as well as other things.

14 By letter of February 11, 1980, Intervenor responded to
15 Defendant, acknowledging that he would be carrying out the
16 duties of Biography Researcher.

17 On October 14, 1980, Defendant Armstrong again wrote to
18 Intervenor, updating her on "Archives materials" and proposing
19 certain guidelines for the handling of those materials.

20 It was Intervenor who, in early 1981, ordered certain
21 biographical materials from "Controller Archives" to be
22 delivered to Defendant Armstrong. These materials consisted of
23 several letters written by Hubbard in the 1920's and 1930's,
24 Hubbard's Boy Scout books and materials, several old Hubbard
25 family photographs, a diary kept by Hubbard in his youth, and
26 several other items.

27 Defendant Armstrong received these materials upon the
28 order of Intervenor, following his letter of October 15, 1980,

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1 to her in which Defendant stated, at page 1, that there were
2 materials in the "Controller Archives" that would be helpful to
3 him in the biography research.

4 After these materials were delivered to Defendant
5 Armstrong, Intervenor was removed from her Scientology position
6 of Controller in 1981, presumably because of her conviction for
7 the felony of obstruction of justice in connection with the
8 theft of Scientology documents from various government offices
9 and agencies in Washington, D.C.

10 During the time Defendant Armstrong worked on the
11 biography project and acted as Hubbard Archivist, there was
12 never any mention that he was not to be dealing with Hubbard's
13 personal documents or that the delivery of those documents to
14 Mr. Garrison was not authorized.

15 For the first year or more of the Hubbard biography and
16 archive project, funding came from Hubbard's personal staff
17 unit at Gilman Hot Springs, California. In early 1981,
18 however, Defendant Armstrong's supervisor, Laurel Sullivan,
19 ordered him to request that funding come from what was known as
20 SEA Org Reserves. Approval for this change in funding came
21 from the SEA Org Reserves Chief and Watch Dog Committee, the
22 top Commodores Messenger Organization unit, who were Hubbard's
23 personal representatives.

24 From November of 1980 through 1981, Defendant Armstrong
25 worked closely with Mr. Garrison, assembling Hubbard's archives
26 into logical categories, copying them and arranging the copies
27 of the Archives materials into bound volumes. Defendant
28 Armstrong made two copies of almost all documents copied for

1 Mr. Garrison - one for Mr. Garrison and the other to remain in
2 Hubbard Archives for reference or recopying. Defendant
3 Armstrong created approximately 400 binders of documents. The
4 vast majority of the documents for Mr. Garrison came from
5 Hubbard's personal Archives, of which Defendant Armstrong was
6 in charge. Materials which came from other Archives, such as
7 the Controller Archives, were provided to Defendant Armstrong
8 by Scientology staff members who had these documents in their
9 care.

10 It was not until late 1981 that Plaintiff was to provide a
11 person to assist on the biography project by providing Mr.
12 Garrison with "Guardian Office" materials, otherwise described
13 as technical materials relating to the operation of
14 Scientology. The individual appointed for this task was Vaughn
15 Young. Controller Archives and Guardian Office Archives had no
16 connection to the Hubbard Archives, which Defendant Armstrong
17 created and maintained as Hubbard's personal materials.

18 In addition to the assemblage of Hubbard's Archives,
19 Defendant Armstrong worked continually on researching and
20 assembling materials concerning Hubbard by interviewing dozens
21 of individuals, including Hubbard's living aunt, uncle, and
22 four cousins. Defendant Armstrong did a genealogy study of
23 Hubbard's family and collected, assembled, and read hundreds of
24 thousands of pages of documentation in Hubbard's Archives.

25 During 1980 Defendant Armstrong remained convinced of
26 Hubbard's honesty and integrity and believed that the
27 representations he had made about himself in various
28 publications were truthful. Defendant Armstrong was devoted to

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1 Hubbard and was convinced that any information which he
2 discovered to be unflattering of Hubbard or contradictory to
3 what Hubbard has said about himself, was a lie being spread by
4 Hubbard's enemies. Even when Defendant Armstrong located
5 documents in Hubbard's Archives which indicated that
6 representations made by Hubbard and the Organization were
7 untrue, Defendant Armstrong would find some means to "explain
8 away" the contradictory information.

9 Slowly, however, throughout 1981, Defendant Armstrong
10 began to see that Hubbard and the Organization had continuously
11 lied about Hubbard's past, his credentials, and his
12 accomplishments. Defendant Armstrong believed, in good faith,
13 that the only means by which Scientology could succeed in what
14 Defendant Armstrong believed was its goal of creating an
15 ethical environment on earth, and the only way Hubbard could be
16 free of his critics, would be for Hubbard and the Organization
17 to discontinue the lies about Hubbard's past, his credentials,
18 and accomplishments. Defendant Armstrong resisted any public
19 relations piece or announcement about Hubbard which the L. Ron
20 Hubbard Public Relations Bureau proposed for publication which
21 was not factual. Defendant Armstrong attempted to change and
22 make accurate the various "about the author" sections in
23 Scientology books, and further, Defendant rewrote or critiqued
24 several of these and other publications for the L. Ron Hubbard
25 Public Relations Bureau and various Scientology Organizations.
26 Defendant Armstrong believed and desired that the Scientology
27 Organization and its leader discontinue the perpetration of the

28 ///

1 massive fraud upon the innocent followers of Scientology, and
2 the public at large.

3 Because of Defendant Armstrong's actions, in late November
4 of 1981, Defendant was requested to come to Gilman Hot Springs
5 by Commodore Messenger Organization Executive, Cirrus Slevin.
6 Defendant Armstrong was ordered to undergo a "security check,"
7 which involved Defendant Armstrong's interrogation while
8 connected to a crude Scientology lie detector machine called an
9 E-meter.

10 The Organization wished to determine what materials
11 Defendant Armstrong had provided to Omar Garrison. Defendant
12 Armstrong was struck by the realization that the Organization
13 would not work with him to correct the numerous fraudulent
14 representations made to followers of Scientology and the public
15 about L. Ron Hubbard and the Organization itself. Defendant
16 Armstrong, who, for twelve years of his life, had placed his
17 complete and full trust in Mr. and Mrs. Hubbard and the
18 Scientology Organization, saw that his trust had no meaning and
19 that the massive frauds perpetrated about Hubbard's past,
20 credentials, and accomplishments would continue to be spread.

21 Less than three weeks before Defendant Armstrong left
22 Scientology, he wrote a letter to Cirrus Slevin on November 25,
23 1981, in which it is clear that his intentions in airing the
24 inaccuracies, falsehoods, and frauds regarding Hubbard were
25 done in good faith. In his letter he stated as follows:

26 "If we present inaccuracies, hyperbole
27 - or downright lies as fact or truth, it
28 doesn't matter what slant we give them, if

1 disproved the man will look, to outsiders
2 at least, like a charlatan. This is what
3 I'm trying to prevent and what I've been
4 working on the past year and a half.

5 . . .

6 "and that is why I said to Norman that
7 it is up to us to insure that everything
8 which goes out about LRM is one hundred
9 percent accurate. That is not to say that
10 opinions can't be voiced, they can. And
11 they can contain all the hype you want.
12 But they should not be construed as facts.
13 And anything stated as a fact should be
14 documentable.

15 "we are in a period when
16 'investigative reporting' is popular, and
17 when there is relatively easy access to
18 documentation on a person. We can't delude
19 ourselves I believe, if we want to gain
20 public acceptance and cause some betterment
21 in society, that we can get away with
22 statements, the validity of which we don't
23 know.

24 "The real disservice to LRM, and the
25 ultimate make-wrong is to go on assuming
26 that everything he's ever written or said
27 - is one hundred percent accurate and publish
28 it as such without verifying it. I'm

1 talking here about biographical or
2 non-technical writings. This only leads,
3 should any of his statements turn out to be
4 inaccurate, to a make-wrong of him, and
5 consequently his technology.

6 "That's what I'm trying to remedy and
7 prevent.

8 . . .
9 "To say that LRB is not capable of
10 hype, errors or lies is certainly 'sic' not
11 granting him much of a beingness. To
12 continue on with the line that he has never
13 erred nor lied is counterproductive. It is
14 an unreal attitude and too far removed from
15 both the reality and people in general that
16 it would widen public unacceptance.

17 . . .
18 "That is why I feel the
19 falsities must be corrected, and why we
20 must verify our facts and present them in a
21 favorable light."

22
23 The remainder of the letter contains examples of facts
24 about Hubbard which Defendant Armstrong found to be wholly
25 untrue or inaccurate and which were represented as true by the
26 Hubbards and the Scientology Organization.

27 In December of 1981 Defendant Armstrong made the decision
28 to leave the Church of Scientology. In order to continue in

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1 his commitment to Hubbard and Mr. Garrison in the biography
2 project, he copied a large quantity of documents, which Mr.
3 Garrison had requested or which would be useful to him for the
4 biography. Defendant Armstrong delivered all of this material
5 to Mr. Garrison the date he left the SEA Organization and kept
6 nothing in his possession.

7 Thereafter, Defendant Armstrong maintained friendly
8 relations with Hubbard's representatives by returning to the
9 Archives office and discussing the various categories of
10 materials. In fact on February 24, 1982, Defendant Armstrong
11 wrote to Vaughn Young, regarding certain materials Mr. Young
12 was unable to locate for Omar Garrison.

13 After this letter was written, Defendant Armstrong went to
14 the Archives office and located certain materials Mr. Garrison
15 had wanted which Hubbard representatives claimed they could not
16 locate.

17 At the time Defendant Armstrong left the SEA Organization,
18 he was disappointed with Scientology and Hubbard, and also felt
19 deceived by them. However, Defendant Armstrong felt he had no
20 enemies and felt no ill will toward anyone in the Organization
21 or Hubbard, but still believed that a truthful biography should
22 be written.

23 After leaving the SEA Organization, Defendant Armstrong
24 continued to assist Mr. Garrison with the Hubbard biography
25 project. In the spring of 1982, Defendant Armstrong at Mr.
26 Garrison's request, transcribed some of his interview tapes,
27 copied some of the documentation he had, and assembled several
28 more binders of copied materials. Defendant Armstrong also set

1 up shelves for Mr. Garrison for all the biography research
2 materials, worked on a cross-reference systems, and continued
3 to do library research for the biography.

4 On February 18, 1982, the Church of Scientology
5 International issued a "Suppressive Person Declare Gerry
6 Armstrong," which is an official Scientology document issued
7 against individuals who are considered as enemies of the
8 Organization. Said Suppressive Person Declare charged that
9 Defendant Armstrong had taken an unauthorized leave and that he
10 was spreading destructive rumors about Senior Scientologists.

11 Defendant Armstrong was unaware of said Suppressive Person
12 Declare until April of 1982. At that time a revised Declare
13 was issued on April 22, 1982. Said Declare charged Defendant
14 Armstrong with 18 different "Crimes and High Crimes and
15 Suppressive Acts Against the Church." The charges included
16 theft, juggling accounts, obtaining loans on money under false
17 pretenses, promulgating false information about the Church,
18 its founder, and members, and other untruthful allegations
19 designed to make Defendant Armstrong an appropriate subject of
20 the Scientology "Fair Game Doctrine." Said Doctrine allows any
21 suppressive person to be "tricked, cheated, lied to, sued, or
22 destroyed."

23 The second declare was issued shortly after Defendant
24 Armstrong attempted to sell photographs of his wedding on board
25 Hubbard's ship (in which Hubbard appears), and photographs
26 belonging to some of his friends, which also included photos of
27 L.R. Hubbard while in seclusion. Although Defendant Armstrong
28 delivered the photographs to a Virgil Wilhite for sale, he

1 never received payment or return of his friend's photographs.
2 When he became aware that the Church had these photographs, he
3 went to the Organization to request their return. A loud and
4 boisterous argument ensued, and he eventually was told to leave
5 the premises and get an attorney.

6 From his extensive knowledge of the covert and
7 intelligence operations carried out by the Church of
8 Scientology of California against its enemies (suppressive
9 persons), Defendant Armstrong became terrified and feared that --
10 his life and the life of his wife were in danger, and he also
11 feared he would be the target of costly and harassing lawsuits.
12 In addition, Mr. Garrison became afraid for the security of the
13 documents and believed that the intelligence network of the
14 Church of Scientology would break and enter his home to
15 retrieve them. Thus, Defendant Armstrong made copies of
16 certain documents for Mr. Garrison and maintained them in a
17 separate location.

18 It was thereafter, in the summer of 1982, that Defendant
19 Armstrong asked Mr. Garrison for copies of documents to use in
20 his defense and sent the documents to his attorneys, Michael
21 Flynn and Contos & Bunch.

22 After the within suit was filed on August 2, 1982,
23 Defendant Armstrong was the subject of harassment, including
24 being followed and surveilled by individuals who admitted
25 employment by Plaintiff; being assaulted by one of these
26 individuals; being struck bodily by a car driven by one of
27 these individuals; having two attempts made by said individuals
28 apparently to involve Defendant Armstrong in a freeway

1 automobile accident; having said individuals come onto
2 Defendant Armstrong's property, spy in his windows, create
3 disturbances, and upset his neighbors. During trial when it
4 appeared that Howard Schomer (a former Scientologist) might be
5 called as a defense witness, the Church engaged in a somewhat
6 sophisticated effort to suppress his testimony. It is not
7 clear how the Church became aware of defense intentions to call
8 Mr. Schomer as a witness, but it is abundantly clear they
9 sought to entice him back into the fold and prevent his
10 testimony.
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FIND A BETTER BASKET

A Literary Work Created and Written
by
GERALD ARMSTRONG

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I, Gerald Armstrong, declare:

1. I am making this declaration in response to allegations made by Scientology organization leaders, attorneys and agents in court proceedings and public media around the world concerning a 1984 organization intelligence operation targeting me, which has been called the "Armstrong Operation." I am copyrighting this document prior to its use in court because it will, in addition to putting the organization's allegations into a proper context, form an outline for a screenplay I am writing. It is my story.

2. After I left the organization at the end of 1981, the organization intelligence bureau assigned Dan Sherman, a Los Angeles spy story writer and intel operative, to get close to me and become my friend, which he did. I had been the intelligence officer on board the "Apollo" with the organization's founder and supreme leader L. Ron Hubbard, had studied his intelligence policies and Guardian's Office¹ intelligence materials, had an

¹ The Guardian's Office ("GO"), headed from 1966 to 1981 by Mary Sue Hubbard, who reported to and was controlled by L. Ron Hubbard, consisted of five bureaus: Intelligence, Public Relations, Legal, Finance and Social Coordination (front groups). The GO was responsible for hiding its money and its actual command lines, defending the organization against attacks and for eliminating all opposition to its progress. Hubbard patterned its intelligence bureau, B-1, and the organization's total espionage mentality on the work of Reinhard Gehlen, Hitler's spy master. On Hubbard's orders, after the conviction of 11 top GO intelligence personnel, including Mary Sue, for criminal activities against the US Government, Scientology's second major arm of power, the Sea Organization, in a 1981 putsch took control of the GO's functions and subsequently renamed the GO arm the Office of Special Affairs, "OSA."

appreciation for that literary genre, and I was myself a writer, so Sherman and I had a real basis for a real friendship.

3. Sherman told me he was no longer involved in Scientology, wanted nothing to do with it, saw it as a personal waste of time, and also saw that its leaders were ruthless and dangerous, and claimed to be afraid of them finding out that he was friends with me. Sometime in 1982 or 1983 he told me that he was still in communication in a limited way with some of his old friends still in the organization. He described these friends as smart, reasonable and not fanatics. They were still Scientologists and worked on staff, but felt that organization leaders were criminals. Having no allegiance to these leaders, Sherman's friends would occasionally tell him about conditions inside and their desire to end the organization's criminal activities. They said the conditions inside were oppressive and chaotic and they were at risk even talking to him because sec checks² were rampant.

4. During the 1984 trial of the organization's case against me, Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong, Los Angeles Superior Court no. C 420153 ("Armstrong I"), Sherman told me that one of these friends, whom he called "Joey," had told him that there was an

² Sec checks are accusatory interrogations using Hubbard's electropsychometer or E-Meter as a lie detector. Sec checks could be brutal, could go on for many hours or days, could involve several people asking questions, threatening and badgering, and could have disastrous results for the interrogee.

actual group inside the organization who were dedicated to reforming it because management had become suppressive. They called themselves the "Loyalists," claiming to be "loyal" to the preservation of the ideals of Scientology, "what worked." They also recognized that its leaders were criminal, crazy, dangerous, and not dedicated to those ideals but were acting to destroy them. The "Loyalists" wanted to take control in a well-planned, effective and peaceful action before some tragedy happened. They claimed to know of criminal activities and a key part of their plan was the documenting of these activities.

5. Sherman said they were 35 in number, or at least there were 35 who knew they were "Loyalists," all smart, reasonable and not fanatics. Some of them were his old friends from B-1. Such persons tended to be smart, reasonable and often were not fanatics. The people whom I knew to be, including Hubbard, the organization leaders, prided themselves on their recognition of unreasonableness as a virtue, and maintained an abiding fanaticism to justify their abuses and keep their positions of power. Sherman was smart and gave every appearance of being reasonable and unfanatical. He said the Loyalists knew he was in communication with me and wanted to talk with me but were afraid for their lives. This was not surprising to me because I knew from my own experiences that the organization had a brutal side and its leaders were dangerous, armed and desperate. Thus the first communications with the Loyalists were a few messages relayed by Sherman. They said that I had a proven record against

the organization, that my integrity had been unshakable and they wanted my help.

6. A few days after the Armstrong I trial ended, Joey, who, I later learned, was actually one David Kluge, made the first direct contact with me, a phone call to my home in Costa Mesa, California. He said the Loyalists knew I wanted my pc folders^{3/}, that my folders were being moved on a certain day and that I could get them if I wanted. I told Kluge that even though the folders were mine the organization would claim, if it was discovered I had them, that I was accepting stolen property, so I had to decline his offer. I was also already booked, on the same day the Loyalists said they would get me my pc folders, to fly to London to testify in a child custody case^{4/} involving

^{3/} Pc folders, also called preclear or auditing files or folders, contain the record of processes run and questions asked by the auditor (psychotherapist), E-Meter reads, and answers given and statements made by the preclear (or patient) during Scientology auditing (or psychotherapy) sessions. It was well known that I had opposed and exposed the organization's misuse of information divulged by the organization's "preclears" (what were essentially psychotherapist-patient confidences) in auditing. I had been attempting to get the organization to deliver to me my pc folders throughout the Armstrong I litigation, and the misuse of auditing information was an issue in the Armstrong I trial. Judge Paul G. Breckenridge, Jr. stated in his decision following the 30-day Armstrong I trial: "[Mary Sue Hubbard] was the head of the Guardian Office for years and among other things, authored the infamous order 'GO 121669' which directed culling of supposedly confidential P.C. files/folders for the purposes of internal security." "The practice of culling supposedly confidential 'P.C. folders or files' to obtain information for purposes of intimidation and/or harassment is repugnant and outrageous. The Guardian's Office, which plaintiff [Mary Sue Hubbard] headed, was no respecter of anyone's civil rights, particularly that of privacy."

^{4/} This Royal Courts of Justice case, known as Re: B and G

Scientology, and I told Kluge that I couldn't change my plans.

7. When I returned from the UK, where, incidentally, I had been harassed by a pack of English private investigators working for the organization, Kluge reestablished contact, and I communicated with him or Sherman several times over the next few months. I was happy to be in communication with them, because I'm happy to be in communication with anyone, and my relationship with the Loyalists, who were admitted Scientologists, seemed a spark of hope in the seemingly hopeless and threatening Scientology situation.

8. I have believed and stated that when Scientologists have the freedom to communicate to the people their leaders label "enemies," Scientology will cease to have enemies. The organization's leaders prohibit their minions from communicating with me, thus I am their enemy. This prohibition is enforced with severe "ethics" punishment, which could easily include "declaring" the person who dared to communicate with me a "suppressive" person, thus making him the target of the organization's philosophy and practice of opportunistic hatred Hubbard called "fair game."

9. I had lost my law office job because of the Armstrong I trial, which really ran from April into June, 1984, and I did not get another job for some months, so had considerable time on my

^{4/} (Continued) (Wards), resulted in a Judgment on July 23, 1984 issued by Justice Latey in favor of the non-Scientologist parent. The Judgement, which was upheld on appeal, contained a scathing condemnation of organization policies and practices.

hands in the fall of 1984 to meet with Sherman and the Loyalists and do some of the things they wanted. I had begun to draw and write seriously during this period, and some of my writings concerned the Scientology battle and the Loyalists. My situation with the organization and the Loyalists was bizarre and psychologically traumatic, and this is reflected in my writings of the period. Thanks to, I believe, my growing faith in God I was given the gift of a healthy sense of humor and that too is a facet of my communications and writings during the period.

10. In late July, 1984 the organization fed to the media the story, and filed papers in various court cases, including Armstrong I, charging, that Michael Flynn, who had fought the organization's fair game tactics for five years, who had been my friend and attorney for two years and had just successfully defended me in the Armstrong I trial, was behind a plot to cash a forged check for \$2,000,000.00 on one of Hubbard's accounts at the Bank of New England. Sherman and Kluge communicated that the Loyalists knew Flynn was not involved, and that the organization leaders knew Flynn was uninvolved but were framing him with the forgery. The Loyalists said that they were working inside the organization to acquire the proof of the frame-up, and that when they proved Flynn's innocence they would be in a position to effectuate the reforms they sought. This was fine with me, because I fully believed that Flynn was innocent, and that the organization was framing him just to be able to attack him to eliminate the threat he represented to its antisocial practices

and nature.

11. Over the next few months Sherman and Kluge communicated with me regularly about the Loyalists' progress in documenting the truth about the Flynn frame-up. They claimed that all staff were searched before they could leave OSA or management offices, so it was hard to get any documents out. Nevertheless, on a couple of occasions Sherman and Joey gave me a page or two that had been smuggled out. I learned that a US Attorney in Boston had become involved in the investigation of the frame-up, and I passed whatever I got from the Loyalists to him through Flynn.

12. One of the ideas which developed with the Loyalists in the early fall of 1984 was the possible filing of a lawsuit to take control of the organization from the "criminals." I saw this as an idea with merit, and could be the effective action the Loyalists said they were looking for to avert a major organization tragedy. I told Flynn what they wanted and he drafted a "bare bones" complaint which I passed to them. Sherman, Kluge and I discussed the lawsuit concept on several occasions, both of them asking me for my ideas and I helped as I could within the limits of my knowledge, ability and imagination.

13. The Loyalists then began discussing with me finding a financial "backer" for their lawsuit, basing this need on the likelihood that the bringing of the suit would freeze organization accounts, and the Loyalists would need operating capital. They claimed that the leaders had lots of money they had skimmed from the organization and squirreled away in their

own bank accounts, and the Loyalists were all staff members and thus broke. I couldn't help them with money, and knew of no one who might finance whatever they did, so they said that, because I understood the situation so well, and had a proven record, they wanted me to talk to and encourage some prospective backers with whom they were in touch. One day I got a call from Kluge, asking me to fly to Las Vegas to meet with such a person, a "rich Scientologist" who had been mistreated by the organization and was aligned with the Loyalists on their goal of reformation. Although on Kluge's instructions I purchased a plane ticket, I called off the trip before leaving because my lawyers warned me that I could be walking into a trap.

14. There were many times during this period when I considered the possibility that I was walking into a trap. The thought arose in all my meetings with Kluge, and later with Mike Rinder, the second Loyalist I would meet. Their communications often didn't jibe with what they or Sherman had said on earlier occasions, and sometimes they said things which were downright stupid. I had no way of originating a communication to them, had no telephone numbers, no locations, no names, and no idea what any of them did. They had my address, phone number, knew exactly what I did, and could call me any time they wanted. They told me almost nothing, and wanted to know everything I knew. They claimed I had to be kept in the dark because of their fear for their lives, and for that reason I went along with their, even to me, strange behavior.

15. Because of their fear for their lives they depended on secrecy, duplicity and intelligence procedures and goals. Although I had been in intelligence in the organization and had the essential quality for the field; i.e., native intelligence, I had, after leaving the organization, come to the conclusion that Scientology's brand of intelligence; i.e., the secret world of data, duplicity, stealth, hidden intentions and hidden identities, was ineffective, unhealthy, unholy, and not my choice for how I would make my way through life and deal with my problems. Even inside the organization, which is an intelligence-based group, I had urged those who were in positions to do something about it to open up, stop lying, disclose its leaders, divulge its secrets; because I felt that its lies, secrets, and secret orders from its secret leaders would only bring upon it more problems. After leaving the organization, a factor in my life which led to my faith in openness and freedom as opposed to secrecy and leverage, was all the testifying I did, in trial in Armstrong I and in B & G Wards, and in many days of depositions in several more Scientology-related cases. Also I knew that the organization's leaders, who had an undeniable determination to harm me, possessed my pc folders which contained every embarrassing incident or thought in my life, and my lives back umpteen impossibillion years. These facts had resulted in a tendency in me at times during this period to not care what happened to me and to act a little wild and silly.

16. Sometime during 1984 it came to me that what I was

following, and what was a far superior technology and faith than intelligence, or perhaps perfect intelligence, was guidance. I had been given, before and after my asking, a desire to know my Creator, and I believe I received during this period some of His communications to me. Hubbard in his writings put no faith in his Creator, but put it in something of his own making, an intelligence apparatus in which he was the secret leader with secret bank accounts, secret communication lines, secret codes, secret intentions, and secret lawyers to keep them all secret. I had come to know God a little, and understood that no matter how scary things got I was in hands in which I was in no real danger. I could be shot, my body could be destroyed, I could be defamed and ruined, and I would still be in no real danger. And things did get scary for me in my dealings with Sherman and the Loyalists during this period. I picked up surveillance on a number of occasions, and there was the nagging strangeness of the Loyalists' communications and the movie-like quality of this play in which I was being played with. I still retained my intellect and acted with good sense most of the time, but a shift was occurring in my mind and soul. I began to walk deliberately into danger, but I was also new at this approach to life, and as yet a little foolhardy and undisciplined, and these facts too are reflected in my writings and actions of the period.

17. Sherman's and Kluge's interest was intelligence and they didn't want to hear much of my philosophy of guidance, courage and openness, so I turned my mind to the intelligence

game, and as always happens when I turn my mind to any subject, I had ideas. Some of these ideas I communicated to the Loyalists, some I wrote down, some were only funny. Our meetings had a secretive, spy story feel to them, partly because of the danger the Loyalists said they were in and the danger I was in anyone would say, partly because of the subject matter we discussed, and partly because of the settings in which we met. Sherman insisted that I couldn't come to his home, so we met on many occasions in the bird sanctuary in Griffith Park. My first meeting with Kluge was in a cemetery in Glendale. I met him two more times in early November at different locations in Griffith Park, and then met with Rinder two times in late November at two more locations in the park.

18. Sherman told me around October, 1984 that the Loyalists had found a potential backer, a woman named Rene, another "rich Scientologist," who he said had been horribly hurt by the organization. He said he knew her personally and considered her a good and trusted friend. He said that she owned a publishing company which printed calendars, that he had told her about my artwork and writing, and that she wanted to see some of my materials for possible publication. Following our first meeting in Griffith Park Kluge took me to the Sheraton Grand Hotel in downtown Los Angeles to meet her. I took along a file of some of my work and left it with her. In my meeting with her she wanted to know my perspective on the lawsuit idea and my thoughts on removing the organization's criminal leadership.

19. While claiming that the Loyalists wanted to take legal action to bring about a safe transfer of power, both Sherman and Kluge also claimed that they didn't know anything about legal matters, nor any of the organization's litigations, and that there were other people higher up in the Loyalist network who were trained in legal, stayed abreast of the organization's litigation battles, and had an understanding of the Loyalists' legal options and an overview of their plan which Sherman and Kluge didn't have. Coupled with their claimed need to keep me in the dark for fear of their lives, their assertions of ignorance of legal matters caused considerable frustration in me and in our communications. As a result, I requested in a number of communications to speak to their "best legal mind."

20. Finally the Loyalists said that their legal expert would meet me and a rendezvous was set up, again in Griffith Park. The "legal expert" turned out to be Mike Rinder, a person I had known in the organization, who had held various lower level administrative posts. Rinder, it turned out, also professed ignorance of legal concepts, and my meetings and communications with him were even more frustrating.

21. Some time after my last meeting with Rinder, which occurred November 30, 1984, I received a phone call from Kluge, advising me that the Loyalists did not trust me and would not be communicating with me again. I then wrote them my final communication, a copy of which is appended hereto as Exhibit A, and gave it to Sherman to give to them.

22. During my cross-examination in the spring, 1985 trial of Julie Christofferson v. Scientology, Circuit Court of the State of Oregon, Multnomah County, No. A7704-05184, the organization broke the fact that Sherman, Kluge and Rinder had been covert operatives, the Loyalists were invented, and that my meetings with Kluge and Rinder had been videotaped. The organization called the whole more than two year affair the "Armstrong Operation." Organization lawyers, Earle Cooley and John Peterson, claimed the Armstrong operation had been authorized by the Los Angeles Police Department, and they produced a letter dated November 7, 1984, a copy of which is appended hereto as Exhibit B, signed by an officer Phillip Rodriguez, directing organization private investigator Eugene M. Ingram to electronically eavesdrop on me and Michael Flynn.

23. On April 23, 1985, Los Angeles Police Chief Darryl F. Gates issued a public statement, a copy of which is appended hereto as Exhibit C, denying that the Rodriguez letter was a correspondence from the Los Angeles Police Department, denying that the Los Angeles Police Department had cooperated with Ingram, and stating emphatically that all purported authorizations directed to Ingram by any member of the Los Angeles Police Department are invalid and unauthorized. On information and belief, the officer, Phillip Rodriguez, who signed Ingram's letter was paid \$10,000.00 for his signature. Also on information and belief, following a Los Angeles Police Department Internal Affairs Division investigation and a Police

Department Board of Rights, Officer Rodriguez was suspended from the Los Angeles Police Force. Eugene Ingram had himself some years before been drummed out of the Los Angeles Police Department. He is reputed to have been busted for pandering and taking payoffs from drug dealers. He is a liar and a bully who has been involved in organization intelligence operations against its perceived enemies for many years. During the period I was involved with the Loyalists Ingram called me at my home and threatened to put a bullet between my eyes.

24. Initially the presiding judge in the Christofferson trial Donald F. Londer refused to admit the tapes because they had been obtained illegally. Then he viewed them in chambers and when he returned to the bench stated that "the tapes are damaging, very damaging to the church." Then he admitted them into evidence.

25. Despite Judge Londer's ruling and comments, and despite Chief Gates' repudiation of the Rodriguez "authorization," the organization has continued in press and courts around the world to claim that the videotape operation was "police-sanctioned." The organization has continued to claim that I originated the "plot to overthrow "church" management" and that I initiated the contact with the organization members, who merely played along with my plan while remaining "loyal" to the organization. It also has continued to claim that the videotapes show me plotting to forge documents and seed them in organization files to be found in a raid, show me creating "sham lawsuits," show me urging

the Loyalists to not prove anything but "just allege it," and show me seeking to take control of the organization. The videotapes show none of those things. The tapes show that in the fall of 1984, during the reign of the organization's present supreme leader David Miscavige (DM), the fair game doctrine was alive and as unfair as ever. The tapes show a mean-spirited, mendacious and malevolent organization using well-drilled operatives and electronic gadgetry to attempt, unsuccessfully, to set up an unwitting, funny, sometimes silly, clearly helpful, at times foul-mouthed, but otherwise ordinary human male.

26. The organization's refusal to stop telling these lies is not surprising, however, because its leaders have put so many of their eggs in their dirty tricks basket. These leaders are unbalanced and in a very precarious situation. Having lied about the Armstrong Operation in so many courts and publications and to so many people, including their own followers, these leaders risk their positions of power, and in their minds their very lives, if they ever admit the breadth of those lies. Yet it is in the acknowledgement of the truth behind those lies where ultimately their safety will be found.

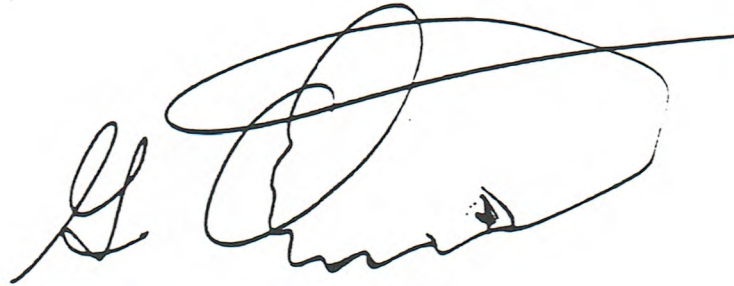
27. It has not ceased to be embarrassing to me whenever the organization trots out the Armstrong videotapes, because I do say some silly and raunchy things. But the organization has never been able to embarrass me into silence and it won't now.

28. The Scientology legal war has almost run its course. The organization's leaders can never rewrite all history.

Scientists of good will everywhere can be free.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on February 20, 1994.

A handwritten signature in black ink, consisting of a stylized 'G' followed by a large, loopy flourish that extends to the right.

GERALD ARMSTRONG

C

EUGENE M. INGRAM
INGRAM INVESTIGATIONS
California License Number AA9387
1212 North Vermont Avenue
Los Angeles, California 90029

November 7, 1984

To: EUGENE M. INGRAM, PRIVATE INVESTIGATOR

From: PHILLIP RODRIGUEZ, POLICE OFFICER, NORTHEAST DIVISION, CITY OF
LOS ANGELES

I hereby direct EUGENE M. INGRAM and his employees/agents or other persons acting under his direction, to intentionally and without the consent of all parties to a confidential communication, by means of any electronic amplifying or recording device, eavesdrop upon or record such confidential communication, whether such communication is carried on among such parties in the presence of one another or by means of a telegraph, telephone or other device, for the period November 7, 1984 thru November 14, 1984; provided however, that if recordings are accomplished on any day during the above period, EUGENE M. INGRAM is to report the results to me for further direction by me.

This authorization shall specifically pertain to the investigation of GERRY ARMSTRONG, MICHAEL J. FLYNN, AND OTHERS NOT KNOWN AT THIS TIME, regarding possible criminal violations of, but not limited to, California Penal Code §664 (Attempts), §134 (Preparing False Documentary Evidence), §182 (Conspiracy) and/or any other violations of criminal laws.

This authorization is in compliance with California Penal Code §633.

Signed in Los Angeles, California, on November 7, 1984.



OFFICER PHILLIP RODRIGUEZ
SERIAL NUMBER 16924
LOS ANGELES POLICE DEPARTMENT

EXHIBIT "A"

April 23, 1985

PUBLIC ANNOUNCEMENT
BY
DARYL F. GATES
CHIEF OF POLICE, LOS ANGELES

It has come to my attention that a member of the L. A. P. D. very foolishly, without proper authorization and contrary to the policy of this Department, signed a letter to Eugene M. Ingram, believed to have been drafted by Ingram himself. The letter purports to authorize Ingram to engage in electronic eavesdropping. The letter, along with all the purported authorization, is invalid and is NOT a correspondence from the Los Angeles Police Department.

The Los Angeles Police Department has not cooperated with Eugene Ingram. It will be a cold day in hell when we do.

I have directed an official letter to Ingram informing him that the letter signed by Officer Phillip Rodriguez dated November 7, 1984, and all other letters of purported authorizations directed to him, signed by any member of the Los Angeles Police Department, are invalid and unauthorized.

Internal Affairs Division is now investigating the entire incident.



THIS IS TO CERTIFY THAT I HAVE EXAMINED THE ORIGINAL OF THIS DOCUMENT AND FIND THIS REPRODUCTION TO BE A TRUE COPY OF SAME, MADE WITHOUT ALTERATIONS OR ERASURES.

By Sgt. [Signature] 44828
RECORDS & IDENTIFICATION DIVISION
LOS ANGELES POLICE DEPARTMENT

Dated: 5-16-85

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES;

I am employed in the County of Los Angeles, state of California. I am over the age of eighteen (18) and not a party to the within action; my business address is: 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012.

On March 9, 1994, I served the following document (s) described as:

DECLARATION OF GERALD ARMSTRONG RE: MOTION FOR COSTS

on interested parties in this action by placing the original X a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

- () (BY TELECOPIER) I caused such document to be faxed to the addressee.
- (X) (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at Los Angeles, California.
- () (BY PERSONAL DELIVERY) I caused such envelope to be delivered by hand to the office of the addressee.
- (X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- () (FEDERAL) I declare that I am employed in the office of a member of this court at whose direction the service was made.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on this same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(X) I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this declaration was executed on March 9, 1994, at Los Angeles, California.


(Signature)

SERVICE LIST

CHURCH OF SCIENTOLOGY INTERNATIONAL V. STEVEN FISHMAN AND UWE GEERTZ

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Robert Wiener, Esq.
Bowles & Moxon
6255 Sunset Blve., Suite 2000
Hollywood, California 90028

Jonathan W. Lubell, Esq.
MORRISON, COHEN, SINGER & WEINSTEIN
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New York, New York 10022

Mr. Steven Fishman
8851 Sunrise Lakes Blvd., #116
Sunrise, Florida 33322-1413

64 64
10/20/94DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am over 18 years of age and a resident of the State of California. I have personal knowledge of the matters set forth herein and if called upon to testify thereto I competently would.

2. I am making this declaration in response to the Scientology organization's efforts to have part of the Court's file sealed in the case of Church of Scientology International v. Steven Fishman and Uwe Geertz, United States District Court for the Central District of California, Case No. 91-6426-HLH(Bx). It is my request that for the reasons set forth below no papers in that case be sealed.

3. One of the documents the organization seeks to seal is a declaration I executed on February 22, 1994 in response to falsehoods made about me and my experiences with the organization by its leader David Miscavige in his declaration executed February 8 and filed in the Fishman case. At paragraph 14 of my February 22 declaration I stated:

"I will also take the opportunity to advise this Court that Mr. Miscavige's organization considers that it has me under a contract whereby it may sue me for filing this declaration, not because it is untrue or libelous, but because that is what the organization insists its contract permits. This contract was obtained by Mr. Miscavige as the result of his organization's years of attack on my attorney Michael Flynn, as stated in paragraph 7 subparagraph h. above.

1 In order to get the organization to cease its fair game
2 against Mr. Flynn I had to sign its contract, which,
3 according to Mr. Miscavige, allows him and his agents
4 to say whatever they want about me in any court
5 proceeding or in the media and I may not respond. If I
6 do respond I become subject to a \$50,000.00 liquidated
7 damages provision for every utterance, and the target
8 in another Miscavige-ordered costly and harassing
9 lawsuit. The three lawsuits, Armstrong II, III and IV
10 described in paragraph 7, subparagraphs o, p and q, and
11 the contempt of court proceedings at subparagraph r,
12 are all pursuant to this contract. The contract is
13 against public policy and illegal."

14 A copy of the first page of the February 22 declaration, pages 12
15 and 13 which contain this quoted section, and the signature page
16 are appended hereto as Exhibit A.

17 4. On April 5, 1994 the organization did indeed amend its
18 complaint in Church of Scientology International v. Gerald
19 Armstrong, et al. Los Angeles Superior Court Case No. BC 052395
20 (Armstrong II) to add a cause of action for my providing the
21 February 22 declaration to attorneys for defendant Uwe Geertz in
22 order to correct the Miscavige falsehoods, and it did indeed
23 claim \$50,000.00 in liquidated damages and additional damages
24 which it states are incalculable. A copy of the face page of the
25 organization's Verified Second Amended Complaint for Damages and
26 for Preliminary and Permanent Injunctive Relief for Breach of
27 Contract, pages 25 and 26 which contain the cause of action
28 relating to my February 22 declaration, the signature page and

1 the verification page are appended hereto as Exhibit B.

2 5. On April 15, 1994 I filed a Second Amended Verified
3 Cross-Complaint for Abuse of Process in the case of Church of
4 Scientology International v. Gerald Armstrong, et al. Marin
5 County Superior Court Case No. 157680, which included in
6 paragraph 69 at page 24 the allegation that the organization's
7 claim of damages in Armstrong II for my February 22 declaration
8 response to Miscavige's falsehoods in Fishman was an act in
9 furtherance of its actual litigation motives of obstruction of
10 justice, suppression of evidence, assassination of my reputation,
11 use of the discovery process for gathering intelligence on its
12 enemies, and making an example of me to scare knowledgeable
13 witnesses into silence, which act constituted an abuse of
14 process. A copy of my second amended cross-complaint is appended
15 hereto as Exhibit C.

16 6. Since the organization has made my February 22
17 declaration the subject of its litigation in its unsealed
18 Armstrong II case it is inconsistent of the organization to seek
19 to seal the declaration in the Fishman case. Sealing the
20 declaration in one case when the organization will use it in
21 another case wherein the declaration will not be sealed will only
22 generate confusion; which is in fact the organization's purpose
23 in seeking to seal not only my declaration, but all the other
24 documents filed in Fishman as well. Pursuant to its policies to
25 "use the law to harass" the organization will then capitalize on
26 the confusion it has generated to further its attacks on its
27 fancied enemies.

28 7. The Scientology organization has since 1984 accused me

1 falsely of violating court sealing orders at least a dozen times,
2 including three attempts to have me found in contempt of court
3 for alleged violations which the organization fabricated.
4 Meanwhile the organization has itself refused to honor the same
5 sealing orders, and has used documents which it had itself had
6 sealed to attack me. Sealing documents at the insistence of this
7 organization only provides it with a mechanism to obstruct
8 justice and use our courts to wage an unjust war on its
9 designated enemies.

10 8. Appended hereto as Exhibit D is a copy of a declaration
11 I executed March 15, 1990 and filed in the California Court of
12 Appeal in support of a petition to be able to respond in an
13 appeal the organization had taken from an order of the Los
14 Angeles Superior Court unsealing that Court's file in the case of
15 Church of Scientology of California v. Gerald Armstrong, Case No.
16 C 420153 (Armstrong I). At paragraphs 20 through 24 and 26
17 through 39 I describe a series of affidavits executed by
18 organization personnel Kenneth Long and Sheila Chaleff which were
19 filed in 1987 in the case of Church of Scientology of California
20 v. Russell Miller & Penguin Books Limited in London, England in
21 the High Court of Justice, Case No. 6140. The organization
22 falsely accuses me in its affidavits, copies of which are
23 appended hereto as Exhibit E, of "knowingly violating several
24 court (sealing) orders."

25 9. I did not respond in the Miller case to the
26 organization's charges of sealing order violations because one of
27 its lawyers, Earle C. Cooley, had threatened through my attorney
28 Michael Flynn that I would be sued if I even talked to Mr.

1 Miller's or Penguin Books' lawyers (see paragraph 20 at page 9 of
2 my March 15, 1990 declaration, Exhibit D hereto). Following my
3 filing of the March 20, 1990 declaration in which I denied the
4 organization's charges the organization refused to change its
5 claim of sealing order violations. On December 25, 1990 I
6 executed a declaration, which was also filed in the Court of
7 Appeal, detailing the facts underlying the organization's charges
8 in the Long and Chaleff affidavits of sealing order violations
9 and refuting the charges. Paragraph 17 at page 10 of the
10 December 25, 1990 declaration, a copy of which is appended hereto
11 as Exhibit F, described Mr. Long's repetition of his sealing
12 order violation charges in a declaration he executed March 26,
13 1990, a copy of which is appended hereto as Exhibit G. Paragraph
14 20 at page 10 of the December 25, 1990 declaration details the
15 truth behind Mr. Long's false charges. Although the facts I give
16 in both the March 15 and December, 25, 1990 declarations have
17 remained unrefuted, the organization refuses to correct its false
18 charges against me in its declarations and affidavits. That is
19 unsurprising, however, because one of its purposes in litigation
20 is to generate as much confusion as possible. In the area of
21 what is or is not sealed or unsealed or has or has not been
22 sealed when in what court where it is particularly easy for
23 confusion to be generated and false charges of violations to be
24 made, and the Scientology organization has taken great advantage
25 of that fact and great advantage of the inclination of the courts
26 of this country to treat the organization with the same respect
27 given to honest parties who lack its determination to subvert
28 justice.

1 10. In paragraph 25 at page 10 of my March 15, 1990
2 declaration (exhibit D hereto) I list ten documents which Mr.
3 Long had appended as exhibits to his affidavit of October 5,
4 1987, all of which had been part of the record in the Armstrong I
5 case which the organization had insisted be sealed as a condition
6 of settlement of the case. The organization, while making false
7 allegations of sealing order violations or even manufacturing
8 "violations" in order to make its charges, simply will not
9 respect any court's sealing order itself if it will gain some
10 advantage by violating such order.

11 11. Appended hereto as Exhibit H is a copy of a document
12 published and distributed by the organization entitled ""Factnet"
13 - Perversions, Criminality and Lies." On information and belief
14 this document was ordered, written and ordered disseminated by
15 David Miscavige. It is an example of what L. Ron Hubbard, the
16 organization's leader before Miscavige, called "black propaganda"
17 or "black PR," which he defined as "spreading lies by hidden
18 sources," or "a covert attack on the reputation of a person,
19 company or nation using slander and lies in order to weaken or
20 destroy." At page 3 and 4 of this publication is a section
21 devoted to me. It is almost all lies and clearly libelous. It
22 includes the description of a dream I had and was inspired to
23 write down. Organization covert operatives stole my writing and
24 filed it in the Armstrong I case. The dream is insignificant
25 because it was only a dream. What has become significant about
26 it is its misuse and perversion pursuant to the organization's
27 black PR and fair game policies. The writing was specifically
28 sealed in Armstrong I. The Armstrong I trial judge, Honorable

1 Paul G. Breckenridge, Jr. stated at page 12 of his decision of
2 June 20, 1984, a copy of which is attached hereto as Exhibit I,
3 that the organization's intelligence, legal and public relations
4 arm "was no respecter of anyone's civil rights, particularly that
5 of privacy." The same is true in 1994, and for that reason too
6 the organization's efforts to seal the declarations of its
7 "enemies," when it will itself use whatever is sealed to abuse
8 those people should be rejected. The Breckenridge decision was
9 affirmed on appeal on July 29, 1991, Church of Scientology of
10 California v. Armstrong, 232 Cal. App. 3d 1060, 283 Cal. Rptr.
11 917.

12 12. On September 11, 1991 the organization filed a motion
13 to seal the record on appeal in Armstrong, supported by a
14 declaration of Kenneth Long executed September 10, 1991 in which
15 he falsely claimed that a lengthy list of documents in the
16 appellate record, plus the trial transcript had been sealed
17 throughout the Armstrong I litigation and should therefore be
18 sealed again to preserve the organization's "property and privacy
19 interests." The organization's motion and the supporting Long
20 declaration are appended hereto as Exhibit J.

21 - 13. Appended hereto as Exhibit K is my opposition to the
22 organization's motion to seal the record on appeal and my
23 declaration in support thereof executed October 16, 1991. I
24 point out in the opposition and declaration that the documents
25 and trial transcript the organization was seeking to have sealed
26 in the appellate record were, contrary to the organization's
27 claim, public documents which had been widely disseminated
28 because of the great public interest in them, and that sealing

1 the record would be senseless. The same is true regarding the
2 documents, in addition to my February 22, 1994 declaration, which
3 the organization seeks to have sealed in Fishman. I myself have
4 received a copy of two full file boxes of these documents, and
5 had already given them to yet another person for copying for
6 himself and others, again because of the great public interest in
7 these materials, long before I learned of the organization's
8 attempt to have them sealed.

9 14. Appended hereto as Exhibit L is a copy of the
10 California Court of Appeal's denial of the organization's motion
11 to seal the record dated December 5, 1991.

12 15. Appended hereto as Exhibit M is page 15 of the
13 organization's second amended complaint in Armstrong II (see also
14 Exhibit B hereto). At paragraph 61 the organization alleges that
15 I have violated its "settlement agreement" by failing to return
16 two documents. This is untrue. Both of these documents I
17 obtained years after the 1986 settlement, and both are public
18 documents. One of the documents the organization publishes to
19 this day in its books. This allegation is significant, however,
20 because it shows the sort of liberties the organization will take
21 with the truth to be able to allege any sort of "violation" by
22 its "enemies."

23 16. Appended hereto as Exhibit N is page 17 of the
24 organization's second amended complaint in Armstrong II (see also
25 Exhibit B hereto). At paragraph 72 the organization alleges that
26 I have violated a sealing order in Armstrong I by authenticating
27 a portion of a transcript. This is untrue. There never was such
28 a sealing order. The transcript was disseminated to countless

1 people around the world, and is widely available. Again it shows
2 the abuse this organization make of any sealing order, real or
3 not, and the confusion it will generate with its allegations of
4 violations.

5 17. Judge Breckenridge declared in 1984:

6 "In addition to violating and abusing its own
7 members civil rights, the organization over the years
8 with its "Fair Game" doctrine has harassed and abused
9 those persons not in the [organization] whom it
10 perceives as enemies. The organization clearly is
11 schizophrenic and paranoid, and this bizarre
12 combination seems to be a reflection of its founder
13 LRH. The evidence portrays a man who has been
14 virtually a pathological liar when it comes to his
15 history, background and achievements." (Exhibit I
16 hereto)

17 The organization desperately seeks to rewrite its dark history,
18 just as Hubbard sought to rewrite his. It uses its schizophrenia
19 to deliberately forget the facts and truth so that it can
20 continue to madly attack its imagined enemies. It
21 compartmentalizes its monolithic organizational-self in its group
22 mind to support its schizophrenia. It has its various entities
23 and mouthpieces appear in court as it suits its purposes to make
24 its mad allegations and give plausibility to its denials of its
25 victims' allegations. Our courts should not support the
26 organization's efforts to rewrite history, but should act to
27 restrain its autogenetic madness.

28 18. At page 23 of my opposition to the organization's

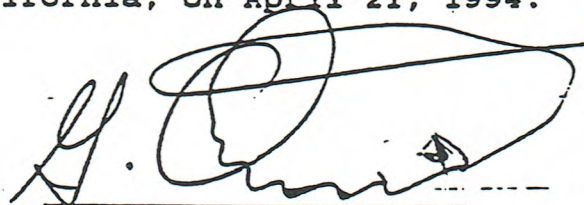
1 motion to seal the record on appeal in Armstrong I (Exhibit K
2 hereto) I stated that:

3 "This Court has a golden opportunity in this
4 matter to send the message to (the organization) to
5 cause them to abandon their hope of enlisting the
6 assistance of the judiciary to hide their past and
7 confuse the truth, and to place their hope for a
8 peaceful future in openness, not secrecy."

9 The same is true today in whatever the Courts do in the Fishman
10 case. But add too the protection of those people who have the
11 courage to come forward, stand up to this organization and say
12 some of what they know. Do not leave them even more exposed to
13 the organization's malevolence than they are already by sealing
14 their words.

15 I declare under the penalty of perjury under the laws
16 of the State of California that the foregoing is true and
17 correct.

18 Executed at San Anselmo, California, on April 21, 1994.

19
20
21 

22 GERALD ARMSTRONG
23
24
25
26
27
28

January 27, 1994



Graham E. Berry, Esquire
Lewis, D'Amato, Brisbois & Bisgaard
221 North Figueroa Street
Suite 1200
Los Angeles, CA 90012

By Fax: (213)250-7900

Dear Graham:

Here is the information you asked for yesterday:

Ed Walters has stated that he knew about GO ops and coverup in the death of Quentin Hubbard. 4902 North 9th Street, Las Vegas, NV 89101. (702)382-7011. Walters is a December, 1986 settlement agreement signer, so unless he goes an Armstrong route or unless you get the organization to release him from the "agreement," he may be unwilling to talk.

Ed Roberts is a man the Steven Creek org ripped off. His credit card was maxxed against his specific instructions, and a loan was "arranged" for him between the Stevens Creek reg and her Scientologist cohort in the loan company, Loan Arranger. Ed lost his house and Scn refuses to refund his money. Add to that this benevolent church has sued me and wants \$50,000 for daring to assist Ed. (408)338-7098 Brookdale Lodge, Room #48, Brookdale, CA 95007. I'll pass on any other flat-out financial fraud as I think of it.

[REDACTED]

Regarding other flat-out financial fraud, [REDACTED] another settlement agreement signer, could be helpful. Would have to be subpoenaed. [REDACTED]

[REDACTED] Finance Police ripoffs of the mission holders in 1982-3 period. Last number I had for him was [REDACTED]. I gave these numbers to [REDACTED] some time back and he may have since tracked [REDACTED]

[REDACTED] may be a helpful source for some of your areas of interest. [REDACTED]

Yours sincerely,

Gerry Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
Days (415)258-0360 Fax (415)456-5318

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

1 A. Do I think?

2 Q. Yes.

3 A. They may.

4 Q. Is there anyone else who may have knowledge
5 of to whom it was sent?

6 A. Cable News Network and the Chronicle.

7 Q. Obviously, the recipient, but anyone else
8 engaged in the sending or who would know about the
9 sending besides the recipients?

10 A. I don't believe so.

11 Q. What about the San Francisco Examiner? Do
12 you know if it was sent to the San Francisco Examiner?

13 A. I don't know.

14 Q. Do you know if it was sent to the Marin
15 County Independent Journal?

16 A. What was your question?

17 Q. Do you know if it was sent to the Marin
18 County Independent Journal?

19 A. I don't know.

20 Q. At the time that this press release was sent
21 out, Mr. Greene was your attorney in this case; is that
22 correct?

23 A. Yes.

24 Q. Earlier this year, Mr. Armstrong, you gave
25 interviews to media representatives, did you not?

1 A. Yes.

2 Q. Do you recall approximately how many such
3 interviews you've given in 1992?

4 A. I believe there has only been one interview
5 which I would consider an interview, and that was with
6 CNN.

7 Q. And were there other times when you spoke to
8 reporters, or other media representatives, that you did
9 not consider an interview?

10 A. Yes.

11 Q. Approximately how many of those?

12 A. I must retract that.

13 I consider that Bill Horne of the American
14 Lawyer interviewed me.

15 And then additional contacts of any kind
16 with the media, perhaps ten.

17 Q. All right. Let's look first at the
18 interview with CNN.

19 Do you recall the date of that interview?

20 A. My recollection is March 20th, 1992.

21 Q. Do you recall if it was before or after the
22 hearing held before Judge Dufficy in Marin County
23 Superior Court on the motion for preliminary injunction?

24 A. Yes.

25 Q. Which was it, before or after?

1 A. After.

2 Q. The same day or the next day?

3 A. Same day.

4 Q. And where did this interview take place?

5 A. In Mr. Greene's office.

6 Q. Do you recall the name of the reporter?

7 A. Yes.

8 Q. And who was that?

9 A. Don Knapp, N-a-p-p (sic).

10 MR. GREENE: K-n --

11 THE WITNESS: K-n-a-p-p.

12 Thank you.

13 MS. BARTILSON: Q. And for approximately
14 how long were you interviewed by Mr. Knapp?

15 A. Perhaps five minutes. Less.

16 Q. And was your lawyer also interviewed by Mr.
17 Knapp?

18 A. Yes.

19 Q. Do you recall any of the substance of what
20 you communicated to Mr. Knapp during the interview?

21 A. Yes.

22 Q. What was that?

23 A. It related to Scientology's practice of fair
24 game and my knowledge of organizational and Hubbardian
25 fraud.

1 Q. Knowledge which you had gained because of
2 your years of experience with the organization, as you
3 term it?

4 A. Correct.

5 Q. Was the interview videotaped?

6 A. Yes.

7 Q. Was the entirety of the interview
8 videotaped, or were there times that you also spoke with
9 Mr. Knapp that were not videotaped?

10 A. If, by that, you mean when, for example, I
11 may have helped him out with his camera gear, opened the
12 door for him and said "Good-by," or helped him move
13 things around and exchanged comments of that nature,
14 then, no. I think that's how to answer it.

15 MS. BARTILSON: Could you read back the
16 question and the answer, because I'm not sure --

17 MR. GREENE: He said that there was no
18 substance aside from courtesies that -- there was
19 nothing -- nothing was videotaped except --

20 Go ahead. Read it back.

21 MS. BARTILSON: I'm not sure that was the
22 answer to the question. I just want to see what we've
23 got.

24 Okay.

25 (Whereupon the record was read.)

1 MS. BARTILSON: Okay. Thanks.

2 Q. The only substantive conversations you had
3 with Mr. Knapp, concerning the matters that you've
4 testified to as to what the interviews were, were on
5 videotape; is that correct?

6 That was an unclear question.

7 A. The only substantive conversations which
8 concerned that subject that I just spoke about were on
9 videotape, yes.

10 Q. Were you present when your attorney was
11 interviewed by Mr. Knapp?

12 A. Yes.

13 Q. Do you recall what it is that your attorney
14 spoke about?

15 A. I recall him speaking about constitutional
16 issues.

17 Q. Do you recall what constitutional issues?

18 A. Freedom of speech.

19 Q. Did Mr. Greene speak about freedom of speech
20 in the abstract, or did he relate it to any particular
21 factual circumstance?

22 A. I believe he related it to the concept of
23 the organization's attempt, through the settlement
24 agreement, to stifle freedom of speech and stifle the
25 public's right to the knowledge of the organization's

HEADLINE NEWS

[SHOT: Studio setting]

NARRATOR: A former member of the Church of Scientology claims he has damaging information about the organization, but he's being silenced by a Court Order. Don Nab explains.

[CNN CAPTION: SCIENTOLOGY.]

[SHOT: Close up of Armstrong with Ford Greene behind him. Then a pan of the courtroom, with attorney Andy Wilson arguing and a shot of the Judge.]

Don Nab: Gerald Armstrong says he knows a lot about the Church of Scientology and he's fighting in court for the chance to tell it. A former archivist of the organization he had first hand access to records of Scientology's controversial founder, L. Ron Hubbard.

[SHOT: Close up of Armstrong in an office. Don Nab narrating]

Gerald Armstrong: I'm an expert in the misrepresentations Hubbard has made about himself from the beginning of Dianetics until the day he died.

Don Nab: But that's about all that he can say legally. The Church of Scientology slapped Armstrong with a Court Order to prevent him from talking about what he may know.

[SHOT: Excerpt of Video tape of 1986 settlement signing.]

Heller: You are going to sign this of your own free will.

Armstrong: Yes.

[CNN caption: December 1986.]

Heller: OK. You're not suffering from any duress or coercion which is compelling you to sign this document.

[CNN CAPTION: Video provided by Anti-Scientology Attorney.]

Armstrong: No.

Heller: Alright, ...

Don Nab: As part of the lawsuit settlement documented by Scientology on this video tape, the Church paid Armstrong \$800,000. In that settlement Armstrong agreed not talk about the Church, it's documents, or its founder.

[1ST SHOT: Wilson and Hertzberg sitting at counsel table.]
[2ND SHOT: Greene arguing at counsel table.]

Don Nab: Now, the Church of Scientology wants to block Armstrong from working with anti-Scientology attorney, Ford Greene.

Ford Greene: Gerald Armstrong possesses information about the Church of Scientology on first-hand basis that undercuts a lot of the claims that they make to the public on a daily basis in advertisements on TV and advertisements in newspapers.

[CNN CAPTION: Ford Greene, Anti-Scientology Attorney.]

[SHOT: Bartilson at counsel table with a stack of papers.]

Don Nab: Greene hired Armstrong as a paralegal, to help him with a lawsuit against Scientology in Los Angeles.

[SHOT: Wilson arguing at counsel table.]

Don Nab: Attorneys for the Church of Scientology claimed that Armstrong was breaking his settlement contract.

Andy Wilson: \$800,000. \$800,000 was paid to that man. And now that he's spent the money, he comes into this court and he says, "I don't have to keep my part of the bargain."

[CNN CAPTION: Andrew Wilson, Scientology Attorney.]

[SHOT: Judge Dufficy at Bench.]

Don Nab: Scientology won this round. The gag on Armstrong remains, for now.

[SHOT: Close up of Armstrong at counsel table.]

Don Nab: Armstrong is not alone. 12 former Scientology members have accepted money to settle lawsuits with the Church.

[SHOT: Pleading packs on counsel table.]

Don Nab: The settlements included, promises to remain quiet and take no part in further litigation against the Church.

[SHOT: Greene in law office.]

Ford Greene: It'll be extremely damaging because Scientology has spent a whole ton of dough, on keeping not only Gerry silent but a lot of other people silent. And if Gerry's case unravels, it's the first domino, and all the rest of them are going to unravel ...

[SHOT: Green in law office with interviewer.]

Don Nab: Attorney Greene says, Armstrong's knowledge of Scientology can prove the Church is not what it says it is.

[SHOT: Outside of the Courtroom. Armstrong and Phippeny prominent.]

Don Nab: Scientology says, Armstrong accepted a lot of money not to discuss the Church and should keep his word. Don Nab, CNN, San Raphael, California.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

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2 Q. Yes.

3 A. They may.

4 Q. Is there anyone else who may have knowledge
5 of to whom it was sent?

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7 Q. Obviously, the recipient, but anyone else
8 engaged in the sending or who would know about the
9 sending besides the recipients?

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11 Q. What about the San Francisco Examiner? Do
12 you know if it was sent to the San Francisco Examiner?

13 A. I don't know.

14 Q. Do you know if it was sent to the Marin
15 County Independent Journal?

16 A. What was your question?

17 Q. Do you know if it was sent to the Marin
18 County Independent Journal?

19 A. I don't know.

20 Q. At the time that this press release was sent
21 out, Mr. Greene was your attorney in this case; is that
22 correct?

23 A. Yes.

24 Q. Earlier this year, Mr. Armstrong, you gave
25 interviews to media representatives, did you not?

1 A. Yes.

2 Q. Do you recall approximately how many such
3 interviews you've given in 1992?

4 A. I believe there has only been one interview
5 which I would consider an interview, and that was with
6 CNN.

7 Q. And were there other times when you spoke to
8 reporters, or other media representatives, that you did
9 not consider an interview?

10 A. Yes.

11 Q. Approximately how many of those?

12 A. I must retract that.

13 I consider that Bill Horne of the American
14 Lawyer interviewed me.

15 And then additional contacts of any kind
16 with the media, perhaps ten.

17 Q. All right. Let's look first at the
18 interview with CNN.

19 Do you recall the date of that interview?

20 A. My recollection is March 20th, 1992.

21 Q. Do you recall if it was before or after the
22 hearing held before Judge Dufficy in Marin County
23 Superior Court on the motion for preliminary injunction?

24 A. Yes.

25 Q. Which was it, before or after?

1 was aired by CNN.

2 MS. BARTILSON: Q. So you asked Mr. Knapp
3 how you could go about doing that?

4 A. That's the gist of the conversation.

5 Q. Do you recall his reply?

6 A. Not specifically.

7 Q. Did you discuss anything else with Mr. Knapp
8 besides the obtaining of the videotape of that segment?

9 A. It may have been that we discussed running
10 briefly.

11 Q. Did you ever have any other occasion to
12 speak with Mr. Knapp besides the two that you've now
13 described?

14 A. No.

15 Q. Do you know who arranged for Mr. Knapp to
16 come to Mr. Greene's office on March 20th?

17 A. No.

18 Q. Were you working in Mr. Greene's office on
19 March 20th, 1992?

20 A. Yes.

21 Q. When were you interviewed by Bill Horne?

22 A. I believe in the spring, this year.

23 Q. Do you recall what month?

24 A. Not right now.

25 Q. Do you recall if it was before or after the

1 CNN interview that you've described?

2 A. It was after.

3 Q. Do you recall if it was before or after the
4 first time you came down to Los Angeles for a hearing in
5 this case, after it had been transferred to Los Angeles?

6 A. I believe it was before.

7 Q. Okay. How did you come to have an interview
8 with Mr. Horne?

9 A. I think that it stems from my involvement in
10 Scientology litigation, which subject he was covering in
11 his story.

12 Q. Did he contact you, or did you contact him?

13 A. I believe he contacted me.

14 Q. By telephone or in person or in writing?

15 A. I believe by telephone.

16 Q. Do you recall approximately how long before
17 your interview with Mr. Horne he contacted you by
18 telephone?

19 A. It might have been as long as a couple of
20 weeks.

21 Q. And your interview was in person, was it
22 not?

23 A. Yes.

24 Q. As best you can recall, when Mr. Horne
25 contacted you by telephone that first time, what did he

1 say to you and what did you say to him?

2 A. I have no recollection.

3 Q. Did you have any subsequent telephone calls
4 with Mr. Horne before you were interviewed by him in
5 person?

6 A. I believe so.

7 Q. Do you recall how many?

8 A. Perhaps two.

9 Q. Can you distinguish between the two
10 conversations in your mind, or do they blur together when
11 you think about them?

12 A. I distinguish them by his proximity: As he
13 approached, he made a call.

14 Q. As he approached San Anselmo from some other
15 part of the country?

16 A. Correct.

17 Q. Do you recall what was said in the first
18 conversation?

19 A. No.

20 Q. Do you recall anything that was said by
21 either of you in the second conversation?

22 A. It related to logistics, when was he
23 arriving.

24 Q. Approximately how much time did you spend
25 with him after he had arrived?

1 A. I believe I spent, myself, perhaps an hour
2 and a half with him.

3 Q. Do you know anyone else who spent time with
4 him?

5 A. Mr. Greene spent some time with him.

6 Q. Do you recall how much time?

7 A. No.

8 Q. Was Mr. Greene present when you were
9 interviewed by him?

10 A. Some of the time.

11 Q. Were you present when Mr. Greene was
12 interviewed by him?

13 A. Some of the time.

14 Q. Where did your interview take place?

15 A. In the office and walking into San Anselmo,
16 having lunch, and returning.

17 Q. Mr. Horne arrived at your office on the day
18 of the interview, which date you don't recall; is that
19 right?

20 A. I'm sorry. I didn't get that.

21 Q. Did Mr. Horne arrive on his own at your
22 office?

23 A. Yes.

24 Q. Was he by himself?

25 A. Yes.

1 Q. Did he tape-record the interview?

2 A. No.

3 Q. Did he take notes?

4 A. At times.

5 Q. Do you remember the subjects that you
6 discussed with Mr. Horne?

7 A. Broadly, yes.

8 Q. Did you tape the interview with Mr. Horne?

9 A. No.

10 Q. Did Mr. Greene?

11 A. I don't know.

12 MR. GREENE: God may have.

13 MS. BARTILSON: God records everything,
14 Ford. Best court reporter of all.

15 Q. What subjects do you recall discussing with
16 Mr. Horne, speaking of broad subjects now?

17 A. The effect of the settlement agreements, the
18 plight of the organization, what it would take to end its
19 legal troubles.

20 Q. Anything else?

21 A. That's, basically, it.

22 Q. When you say "the effect of the settlement
23 agreements," you are talking about agreements other than
24 just yours?

25 A. Mine and others of that ilk, so both on a

1 personal and theoretical and real level.

2 Q. And you are talking here about other
3 settlement agreements that included nondisclosure
4 agreements; is that right?

5 A. What was your question again?

6 Q. When you say "others of that ilk," you are
7 discussing other settlement agreements that included
8 nondisclosure provisions; is that correct?

9 A. Specific to the organization, yes.

10 Q. Did you discuss your own litigation with CSI
11 with Mr. Horne?

12 A. I believe it was discussed in some form, the
13 specifics about which I do not know.

14 Q. You don't know, or you don't recall?

15 A. I fail to see a difference in that sentence
16 or context.

17 Q. Well, if you don't know something was
18 discussed, you could not know it by never having been
19 there or it never having come up.

20 A. But you know that I was there, and I said it
21 had come up. So we've eliminated those two from the
22 definition, at least, the distinction between "know" and
23 "recall" in that sentence.

24 In any case, if it would speed things: I do
25 not recall.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

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CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
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DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

1 Q. Did you discuss anything of substance during
2 that meeting?

3 A. I may have, but I do not recall anything of
4 substance relating to this subject.

5 And when I say "subject," we're talking
6 about Scientology litigation.

7 Q. Fair enough.

8 Did you ever have a conversation with Mr.
9 Neil concerning this subject, as you've defined it?

10 A. I recall Mr. Neil being present outside the
11 courtroom, in the hallway, following the March 20th
12 hearing, at which time it is my recollection that he
13 asked a question and that I answered it.

14 Q. What was the question?

15 A. I don't recall at this time.

16 Q. Do you recall your answer?

17 A. I have seen my answer, or at least part of
18 it, in print, and I presently don't recall what it is.

19 - Q. This was in the Marin County Independent?

20 MR. GREENE: Journal.

21 MS. BARTILSON: Q. Journal?

22 A. Right.

23 Q. In your 1992 conversation or conversations
24 with Mr. Welkos, were those conversations of substance,
25 or were they simply answering Mr. Greene's phone?

1 A. They were of substance.

2 Q. And they were more than one?

3 A. Right.

4 Q. When was the first one?

5 A. Sometime in the early part of this year.

6 Q. Do you recall if it was before or after the
7 hearing in front of Judge Dufficy that we've been
8 referring to?

9 A. It may have been around the time of.

10 Q. You don't recall for sure?

11 A. No.

12 Q. Was your conversation, this first one, by
13 telephone or in person?

14 A. I have only met Mr. Welkos one time in
15 person.

16 And earlier, I had indicated Sappell on --
17 as part of this, as well, and I may have -- it may have
18 been 1991 when I met both of them, following the
19 Geernaert hearing, G-e-e-r-n-a-e-r-t, Judge Geernaert,
20 which was December 23, 1991.

21 Q. That was in Los Angeles?

22 A. Right.

23 Q. When you met with him, where did you meet
24 him?

25 A. In the lobby of the Los Angeles Times

1 Building, near the great globe.

2 Q. Was Mr. Greene with you at the time?

3 A. No.

4 Q. Was anyone with you at the time?

5 A. No.

6 Q. How did you arrange to meet with Mr. Welkos
7 and Mr. Sappell at the L.A. Times Building?

8 A. I called them.

9 Q. And they agreed to meet with you?

10 A. Right.

11 Q. How long was your meeting?

12 A. Fifteen minutes.

13 Q. Did you give them any documents?

14 A. At that meeting?

15 Q. Yes.

16 A. No.

17 Q. What did you discuss at that meeting?

18 A. Good times, Christmas, the L.A. Times, and
19 the Geernaert ruling.

20 Q. The Geernaert ruling concerned enforcement
21 of the settlement agreement that is the subject matter of
22 this case; is that correct?

23 MR. GREENE: Objection. Calls for a legal
24 conclusion.

25 Don't answer that question.

1 MS. BARTILSON: Q. In issuing the ruling
2 that he issued, did Judge Geernaert consider the
3 settlement agreement at issue in this case?

4 A. So that I get your question right: Did he
5 consider the settlement agreement? Is that what you are
6 asking?

7 Q. Right.

8 A. Yes.

9 Q. Did you discuss that settlement agreement
10 with Mr. Welkos and Mr. Sappell?

11 A. I have no recollection of discussing it with
12 them.

13 Q. What did you say that concerned the
14 Geernaert ruling?

15 A. Certainly that he had denied the
16 organization's motion to enforce it.

17 Q. "It" being the settlement agreement?

18 A. Right.

19 - (Off the record.)

20 MS. BARTILSON: Q. Did Mr. Welkos or Mr.
21 Sappell ask you anything about the settlement agreement:
22 "What settlement agreement did the judge not enforce?"

23 A. They didn't ask that.

24 Q. Did you discuss anything else with them,
25 besides the things that you have described to me so far.

1 on that occasion?

2 A. Not that I recall.

3 Q. Okay. When was the next time that you spoke
4 with either Mr. Sappell or Mr. Welkos?

5 A. Early this year.

6 Q. And that's the one we started with.

7 You don't remember exactly when earlier this
8 year; is that right?

9 A. Right.

10 Q. That was Mr. Welkos?

11 A. Right.

12 Q. This was a telephone call?

13 A. Right.

14 Q. Did you call him, or did he call you?

15 A. I called him.

16 Q. As best you can recall, what did you say to
17 him? What did he say to you?

18 A. I have no specific recollection, but it
19 concerned my involvement in the litigation.

20 Q. And when you say "in the litigation," you
21 are talking about this lawsuit or some other lawsuit, or
22 both?

23 A. All.

24 Q. All lawsuits anywhere?

25 A. It might. I have a role in the litigation

1 and knowledge of the litigation which is beyond the
2 specific facts of this case. It extends back into a lot
3 of cases and into courts of appeal and into the Supreme
4 Court, and so forth.

5 Q. So you are talking about all of your
6 litigation against the Church of Scientology and related
7 entities, or your litigation and other people's
8 litigation against the Church of Scientology
9 International and related entities, or both? Or am I in
10 the ballpark?

11 A. Generally, my knowledge concerns my own
12 litigation about -- with the organization, but that
13 extends beyond that. So I have not limited my
14 conversations only to -- In other words, I --

15 Q. Did you have a reason for calling Mr. Welkos
16 when you called him?

17 A. Yes.

18 Q. What was that reason?

19 A. I don't recall.

20 Q. Did Mr. Welkos ask you any questions during
21 the conversation?

22 A. I don't recall.

23 Q. Did you discuss fair game with him?

24 A. In that much of the organization's
25 relationship to me is pursuant to fair game, then, yes.

1 But as to the specific discussion of it as a workable
2 philosophy, I don't believe so.

3 Q. Do you recall anything else that you
4 discussed with Mr. Welkos during that conversation
5 besides what you've already testified to?

6 A. Perhaps the transfer of the case to Los
7 Angeles.

8 You won that transfer motion. You shouldn't
9 complain.

10 MR. GREENE: Yeah, shooting gun.

11 MS. BARTILSON: I figure we're 1 for 1 on
12 the transfer motions.

13 MR. GREENE: Yeah, tit for tat. But we'll
14 see how the tat --

15 MS. BARTILSON: Q. Anything else, that you
16 recall?

17 A. Not that I recall.

18 Q. When was the next time you spoke to Mr.
19 Welkos or Mr. Sappell?

20 A. Around the time of the Sohigian ruling.

21 Q. This is another telephone conversation?

22 A. In that I have only met Mr. Welkos on that
23 one occasion, yes.

24 Q. I apologize. You said that, and I forgot.

25 And this was a conversation with Mr. Welkos?

1 A. Yes.

2 Q. Did you call him, or did he call you?

3 A. I believe I originated the conversation.

4 Q. What did he say to you, and what did you say
5 to him, during that conversation?

6 A. I believe I advised him of the Sohigian
7 ruling.

8 Q. Did you discuss anything else with him?

9 A. I think it was -- That's all that I recall
10 being the subject of discussion at that time.

11 Q. Did you tell him that as a result of the
12 Sohigian ruling, you now felt that you were more free to
13 do things that you had been constrained about doing
14 before?

15 A. No, I never said that. Because I did not
16 feel I was constrained before. But rather that by
17 specifically denying the injunction as to all of those
18 things which the organization sought in the preliminary
19 injunction, that I was free from the potential of an
20 injunction.

21 Q. Okay. Did you have another conversation
22 with Mr. Welkos or Mr. Sappell after that one?

23 A. Yes.

24 Q. When was that?

25 A. Perhaps two months ago.

1 Q. Was this with Mr. Welkos or Mr. Sappell?

2 A. Welkos.

3 Q. Did you call him, or did he call you?

4 A. I called him.

5 Q. What was your reason for calling him?

6 A. I don't recall.

7 Q. What did you say to him, and what did he say
8 to you?

9 A. I don't recall.

10 Q. Do you recall how long the conversation was,
11 approximately?

12 A. I recall it being very brief, but I don't
13 recall specifically what it was.

14 Q. Did you ever send documents to either Mr.
15 Welkos or Mr. Sappell?

16 A. Yes, I have.

17 Q. On more than one occasion?

18 A. Yes.

19 - Q. When was the first time that you sent
20 documents to either of them?

21 A. I believe 1986.

22 Q. Was that before or after December 6th?

23 A. Before.

24 Q. When was the next time that you sent
25 documents to either one of them?

June 30, 1993

Mark Goldowitz, Esquire
1611 Telegraph Avenue
Suite 1200
Oakland, CA 94612

Re: CSC v. Wollersheim
Los Angeles Superior Court
Case No. BC 074815

By Fax (510)465-1985

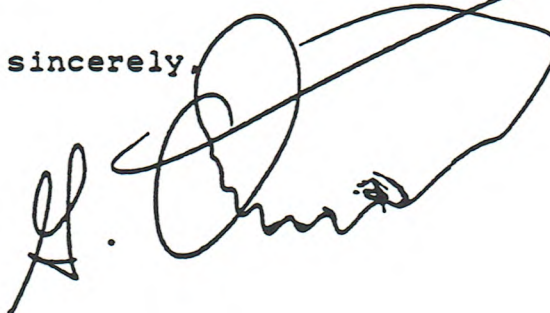
Dear Mark:

Here are the press contacts I initiated yesterday:

1. Daily Journal (213)229-5300; Mike Tipping; gave him history of Wollersheim litigation, significance as I see it of present actions, what's been filed, lawyers involved, July 2 hearing; he says he will advise their Superior Court reporter and if possible cover the hearing.
2. Los Angeles Times, Joel Sappell (800)528-4637 (ext 77043); I urged him to get a reporter assigned to this story and Scientology to get up to speed, gave him background, 7/2 hearing, etc. He asked for documents (which I'll talk to you about later today).
3. Time, Rich Behar, (212)522-4205; urged him to pass on to LA Bu. He suggested I use his name to get to Bu Chief which I will do today. He did take several minutes of notes on Wollersheim history, present situation, players, etc.
4. Newsweek, Charles Fleming in LA (310)444-5254, very interested, took a lot of notes, recently did story on "Way to Happiness," and is getting educated in Scientology; hope to be at 7/2 hearing.

Yours sincerely,

Gerry Armstrong
c/o Hub Law



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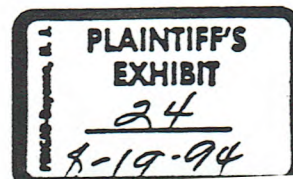


EXHIBIT TT, The video tape of an interview with Gerald Armstrong on November 6, 1992 has been lodged separately with the Court.

GERRY ARMSTRONG VIDEO INTERVIEW 6 NOVEMBER 1992

S = Spanky Taylor
G = Gerry Armstrong
J = Jerry Whitfield

S: We're here with Gerry Armstrong on the 6th of November 1992. Hi, Gerry.

G: Hi, Spanky.

S: Basically, what we're doing here is I want to find out a little bit about your Scientology experience, or, more than a little bit -- as much as we can, starting from when you got involved.

G: Ok.

S: So, tell me about that first.

G: I got involved in 1969 in Vancouver, British Columbia, Canada. And ... I spent a year and a half...

S: How old were you then?

G: Twenty-two. Spent about a year and a half in Vancouver. Worked in the local franchise, Scientology Little Mountain. And then in the beginning of '71 went off to save the world. Joined the Sea Org. Flew to LA. And was ... Signed my Sea Org contract at what was USLO. Then was on board the Bolivar, stationship down -- not exactly sure where it was...

S: San Pedro?

G: San Pedro, right. Then...

S: I loved the Bolivar.

G: And then by mid-February '71 was flown to New York, Madrid. Madrid took a train down to Algeciras. Algeciras across by ferry to Tangiers. There sitting in the Tangier harbor was the Apollo. I stayed on board except for brief missions off the ship or sometimes I'd go ashore for brief periods. But was on board 'til the fall of 1975. And we were, in those years, in Portugal, Morocco, Spain, and the little Atlantic islands -- Madeira, the Canarys, and then we made a circuit to the Caribbean islands -- Bermuda, Bahamas, Jamaica, Trinidad, Barbados, Netherlands Antilles.

S: Sounds like a Beach Boys saga. (Laughter) And you knew LRH?

G: Uh huh.

S: You married, your first marriage was... you married on Flag.

G: Yeah. I married his head messenger. Terry Gillham. Young Terry. She was a pretty good catch.

S: She was. She was.

G: I was organizationally a social climber. I really was. It just worked out that way, you know, I was in the right place at the right time I guess.

S: You had quite the wedding. I remember the photos very well.

G: Yeah? Yeah, I had a big double wedding along with Pat and Trudy Broeker.

S: That's right.

G: And through most of my time on board the ship I was the Legal Officer. We called it the Ship's Representative. I dealt with Immigration, Customs, and the Police and Harbor Master and handled all the needs of the ship while in port. And then I was the Public Relation's Officer Port Captain for a period of time. And then I was the Intelligence Officer through our time in the Caribbean. And when we went ashore, landed in Daytona, I was the Intelligence Officer again at the staging area for the Clearwater base which we had in Daytona at that time.

J: What's an Intelligence Officer?

G: Well...

S: It's a

G: ...they were talking about...

S: ... jumbo shrimp, what are those things called oxymorons?

G: Espionage. It's a Hubbard patterned -- his intelligence system, after Nazi system. Perfected, created, developed by Reinhardt Gehlen. And I was one person within a giant network of intelligence personnel operated by the Guardian's Office who were in turn operated by the Guardian, Mary Sue Hubbard, and L. Ron Hubbard. He merely directed on his long distance communication lines all the intelligence operations internationally.

J: What kind of intelligence operations -- we're talking

about a church who has intelligence operations, a church with intelligence operations? Is that what you're saying? And you were there, you were involved in that? Is that what I'm hearing?

G: Right. Now I have a different perspective of course and I don't consider Scientology by any definition a "church" other than the fact that they have edifices -- buildings -- which could, if the activities therein were to change, could be churches. But the organization itself is not a church. But it's undeniable that it had intelligence organization and has been described as outside of the FBI and the CIA, the most formidable intelligence organization operating on the North American continent.

S: At this time, in the early times when you on the ship, you knew the offspring of L. Ron Hubbard. You knew his kids, as well?

G: Right.

S: Quentin and Diana, Arch and Suzette.

G: Right.

S: Tell me a little about them. I mean, you know, were they happy, were they well educated, were they ... because, of course, they were the offspring of this man with this tremendous wealth, did they receive the best of possible educations, did they lead a privileged life in terms of the...what was accessible to them in terms of in a society type of sense in terms of their education and their upbringing. Did they attend the finest finishing schools? Were they ... was Diana Hubbard a debutante. Do you know what I mean? Tell us about that.

G: I think she could have been a debutante but I don't think she was. I think that all the kids were pretty real in their own way, given the environment in which they found themselves and given the very odd circumstances of growing up in the Sea Organization. I suppose that the one I got closest to was Arthur. Arthur and I sort of ran tandem Sea Watch, or rather, gangway Quarter Master Watch for quite a period of time so I had the task of waking him up. He was pretty young at the time, maybe 13 or 14, I don't quite remember. It was always difficult waking him up and he would pull rank a little bit in that I didn't want to make too much noise waking him up in his cabin and there was always the threat that if you did anything out of line at all, Ron...

S: Son of Ron.

G: Son of Source.

S: Right, son of Source. Aauugh. That word.

G: But all of them, I was on Diana's Sea Watch and she was a good Conning Officer. I think that all of the kids were intelligent and I think that they were all decent, good people.

S: Happy? Unhappy?

G: I think both. You know, happy at times, unhappy at times.

S: Sort of normal then.

G: Pretty normal.

S: And Quentin?

G: Quentin, I think much the same thing. He probably was the oddest of the lot, relative to the Sea Org experience. But we got along fine. I always found him to be perhaps the most understanding, in a way, in almost as if he had ...

S: Sensitive?

G: Yeah, sensitive. compassionate. Didn't pull rank and wasn't threatening in any way.

S: So then you were at Daytona when the base was originally moved there.

G: Uh huh.

S: And from that point.

G: Then we moved to Dunedin. At that point I was busted from the Guardian's Office. I was in the Guardian's Office Intelligence Bureau. And Mary Sue or Nikki who was her communicator deemed me a security risk of some kind and so I was removed from the Guardian's Office and I was assigned to Hubbard's Communication Bureau. So I became what was called the Deputy LRH External Communications Aide when we moved to Dunedin which was in December of 1975 and we had a secret base for Hubbard and his personal staff and Mary Sue and her personal staff at Dunedin in an apartment complex I guess about maybe eight miles from Clearwater. And I stayed there until June of '76 at which time I was sent to Culver City here in Los Angeles to set up a staging area for what became the base that was built in La Quinta.

And I was only there for a brief amount of time. I was there to set up this unit along with three other messengers. And Hubbard arrived, Mary Sue Hubbard arrived, and then I had

a fight with Nikki, and Hubbard then assigned me -- first I was taken out of that unit and I was kept locked up at the Intelligence Bureau in the Fifield Manor in Los Angeles.

J: You were locked up?

G: Right. I was kept under guard for a couple of weeks.

S: Which is where that Guardian's Office had moved to.

G: Right. The Intelligence Bureau of the G.O. was there. I was picked up by the D/Guardian for Intelligence Dick Weigand.

J: Isn't that falsely (sic) imprisonment. Isn't that illegal?

G: Yeah. It was clearly false imprisonment.

S: At this point do you feel much of what you had done had been illegal? On some level or another?

J: For Scientology.

G: Personally?

S: That you had done personally.

G: I clearly had been involved in some illegalities while... especially while I was on the ship. Smuggling things on and off and...

J: What kind of things? Money, drugs? Weapons?

G: We did move a lot of money around. Briefcases...

J: Go on.

G: Briefcases of money that were brought to the ship. Booze, cigarettes, that sort of stuff taken off the ship and run through Customs. And other things that were just done sort of borderline activities. But I was willing to do those sorts of things at that time and I considered that I was doing ...it was the greatest good for the greatest number.

S: When you were working in Intelligence did you ... were you involved with any "dirty tricks" against other Scientologists or other staff members?

G: I was aware of dirty tricks against staff members and I was aware of the way the Guardian's Office Intelligence Bureau worked to some degree because I had a lot of the policies. I had the Guardian's Office Intelligence hat, the Intelligence

Manual which trained people to lie and steal and create false identities and harrass the enemy.

J: Why would a church need to do that?

G: Well, a church doesn't need to do that, but Scientology's not a church.

J: Why would Scientology feel the need to be involved in that kind of activity?

G: Because Hubbard was afraid and his idea on dealing with enemies was to attack them. One of the ways that he attacked them was through covert means.

J: Why would a man as great as Hubbard who had THE technology to save the world, have to fear anyone?

G: Well, he didn't have the technology to save the world and he simply had fear because he had fear and he was never able to triumph over his fear, so he put his trust in attacking people as opposed to doing the rational things in life and he also had reason to fear because he had falsified his credentials, he had lied about his life and he was afraid of being exposed and he had also lied and cheated for many years. He knew that there were people around who knew what he really was.

S: Now how did you come to find this out?

J: Can I ask one question? Answer that but answer this one first because you've got me really interested. If Scientology could do what it says it could do, would you still be in it? If it had the technology to do what it says, would you still be in anything?

G: In answering that question you'd have to...if you assumed that if it could do what it says it could do it would have a different form from what it is, then the answer might be yes. But both things would have to be true. It would have to deliver and it would have to be different from its present form opposed from the form which I came to know and understand.

J: Thanks. That's what I wanted to know. Go ahead with Spanky. How did you find out this?

S: How did you come to know that in fact Hubbard had fabricated his credentials, had in fact developed this tremendous fear that he had of being found out, had this paranoia?

J: What credentials? What would he do when found out?

G: I guess the process of that discovery began when I first got involved with the Sea Organization. Of course I worked with the man for quite a period of time. I shot gnus with him in the desert after we left the ship. He twice assigned me to the RPF. I talked to many people about him. I read hundreds of thousands of his words. I listened to him and listened to his tapes so I had a great understanding before I ever came to the realization that what I'd been led to understand was false, but I needed that great understanding I think in order to know what the falsities were. But I was, I considered, quite fortunate in that in the beginning of 1980 and we then were in Gilman Hot Springs and there was a threat of a raid and we were required to go through...each person had to go through his...all papers in his area, whatever post he was on, and all personal papers, and destroy anything which showed Hubbard's control of the organization, anything which showed his intent to live at the Gilman Hot Springs' property, anything which showed his control of organization finances.

S: So now in January of '80 isn't that when, as far as the rest of the staff at the other organizations knew, L. Ron Hubbard went off the lines, so to speak, January '80 he was like... Did he in fact go off the line or was it just made to look like he went off the line at that point? Cause if what you're saying, if I'm following you correctly, do you know, there was this perception that he was now gone and had cut ties to the actual on-hands running of the organization.

G: Well, it's...part of that is true. There had been a gradual decrease, I would say, of his hands-on involvement, but even though he left from the location that he was at the beginning of 1980, he continued to run the organization. He just continued to run through a different conduit.

S: Now, so you went through the papers within your own specific area. Was this prior to your being assigned to the biography project?

G: No, this is what the biography project came out of. Because in the process of going through my things I was at that time responsible for the Household Unit at the Gilman Hot Springs property. One of my juniors was responsible for all of L. Ron Hubbard's stuff -- his personal effects which were stored at the Gilman property. She came to me with a box of very old materials, very old papers, and asked if they should be shredded. I looked through this stuff and saw that it all predated Dianetics so thought, it should be no risk whatsoever. It has nothing to do with his running the organization. So, I also saw that it had great historical value. And when we then began to look over inventories, began to go through his stuff we uncovered some 20 boxes of similar

material. And I knew that this stuff, could form the basis for a library and was incredibly valuable for its history and just as original documents, and that it would form the basis for a biography. So, it was at that time that I petitioned Hubbard to be able to collect this stuff up to preserve it and to contract with an outside writer to do the biography.

He approved the petition in January '80. And then we communicated another couple of times before I then did not have what was that direct comm line to him, communication line. We could then no longer admit to a communication line to him. It still was there but we could not use it for fear of civil litigants or the government then being able to subpoena him.

S: As he was under a lot of legal threat.

G: Right.

S: Domestically, at that time, right?

G: Right.

J: Why would L. Ron Hubbard be under legal threat?

G: Because he controlled the organization.

J: What's wrong with that?

G: And because the organization was involved in criminal and tortious activities.

S: I think additionally the church had, was also under tremendous legal stress in terms of people who were filing suit against the church now for fraud. There were attempts made to name L. Ron Hubbard in a suit, to actually serve him or subpoena him which is when he sort of "poof."

G: Right.

S: Disappeared.

J: So he disappeared, he ran and hid.

G: Right.

J: So, hiding is pretty down on the tone scale.

S: So I hear, honey.

J: But that's what the great L. Ron Hubbard was doing. You were there and that's what you saw.

G: Yeah. I mean he did hide.

J: I'm not trying -- it's just very difficult, the reason I'm saying this, it's very difficult for somebody who's in Scientology to conceive that the great L. Ron Hubbard whom they've never met, but have only heard these wonderful things about, to even perceive or comprehend that this might have been ... might have occurred with this man. How can this man be human? He's not human. He was L. Ron Hubbard. The reason that we're doing this interview is so that other people can know. It's very easy for a non-Scientologist to understand those things. It's very difficult for a Scientologist because Scientologists don't get the type of information that non-Scientologists get. And yet you were there. You knew him. You worked with him for probably 15 years or so.

G: I was in the Sea Org for 11 years.

S: And Gerry, backing up a bit, you saw him as a fallible human being, am I correct?

G: Yeah.

S: I mean he had had illnesses.

G: Right.

S: A great many illnesses, a few illnesses?

G: Quite a few.

S: I know that he had these horrendous allergies which when we refer to them we would be heavily reprimanded and corrected and told they were not allergies they were sensitivities. (laughs) You know there was a brilliant way of sort of smoothing over things.

G: Right. Right. He continued to wear clothes when he was stark naked. Right.

S: Oh, yes. Yes, of course.

G: And we all did that in our own mind, and we all stopped ourselves from thinking critical thoughts of L. Ron Hubbard. We really didn't do him much of a favor because he really was human in every way.

S: Yes. Do you feel that the mindset of the group of -- all of the adoration that L. Ron Hubbard received, contributed to his delusion? Or do you feel that he imposed the delusion upon the group? Or do you think it's kind of 50/50?

G: There's no doubt that he was in control. And there's ... we did not control L. Ron Hubbard. And although he could have become the effect of his own lust for control, and his own greed and his own avarice, so he created his sycophants. And the effect of... often of what you create may not be that pleasant so he did create his own prison.

S: Ok. So now you contracted with Omar Garrison, am I correct, to do the writing of this book which you were researching?

G: Yeah, beginning in January, I collected up the materials from the Gilman Hot Springs property.

S: Several boxes of materials.

G: Right.

J: This was in '80 or '81?

G: '80, beginning of '80. And then shortly after that I moved them to Los Angeles and I began to add to them. I travelled around, travelled up and down the west coast and I bought collections, other people's collections of Hubbard materials. I interviewed a number of people, his other living relatives.

J: L. Ron Hubbard, Jr.?

G: Yeah.

J: His ex-wife?

S: Sarah Nordstrom. (sic)

G: No. No, I didn't talk to Sara. I talked to Sara after that project was over.

J: His daughter Alexis?

G: I spoke to her as well some time later. I spoke to his living aunt, living uncle.

J: That was his...

G: Yeah. It was good. Good. And they really saw him for what he was, as well. They knew him in a real manner. They knew that he was a big storyteller.

S: Now, at this time you're going around talking to these people and I presume verifying his various degrees and his education credentials, etc. And you're starting to see holes in these stories, right? At this point, it's still 1980, are you going, whoa. This guy's full of shit. Or are you going,

oh, something's wrong here? Or -- I mean I know so many people within the church, despite the fact that these claims and the intros to these books and L. Ron Hubbard's past, you know, and he's been killed three times and come back to life and born of a Virgin Mother or whatever the hell it is, they consider that these things are factual. He was a war hero. He did have these degrees. And that the government with a conspiracy against Scientology has gone in and altered all this information. Do you know what I mean? It's like, to continue their own delusion of what was what.

Now, at this point in 1980 were you still buying the story or would you concerned, you know, in terms of the validity of any of that?

G: There were a couple of steps in the process. Initially, I just collected the documents. Then I began to see discrepancies. And although I saw discrepancies I continued to believe that what he was writing about himself and what he had been saying was the truth. And that the discrepancies could be explained in some manner. Additionally, if there are only a couple of discrepancies and they're minor discrepancies, who cares. But, through the process of the accumulation of the biographic archive, in my study of them, I began to see that it wasn't just a few isolated instances but, rather, that he had -- that lying had been his pattern and that that's what was true about him. What was true about him was that he was a liar and that he appeared to think that he could lie with impunity.

J: What lies did you see specifically that you could enumerate a few.

G: The ones which were significant to me were the ones I think which had been used to draw me into the organization and which had kept me in the organization for all that time, and they were not just used for that but used to create a mystic about him which you could not penetrate, could not question. It was significant ones. If he had been crippled and blinded during the 2nd World War. That he had cured himself with Dianetics. That it was a matter of medical record that he'd twice been pronounced dead. That he was a nuclear physicist. Those, to me, significant representations, I was able to show in his own documents, not the government's documents, but documents which he maintained in his own archive, that they were false.

J: Gerry, how did you feel when this came to light? I mean, you're a loyal Sea Org member. You have worked for the last ten years as a Sea Org member working night and day very hard, giving your all, complete dedication, sometimes 16, 18, 20 hours a day. How did you feel when you began to find these things out and they began to dawn on you that this man

was a bigger liar than he was a purveyor a truth? This must have been the devastating thing to go through. You were loyal. There was probably no person any more loyal than you. You were one of the loyal Sea Org members.

G: Well, it was initially like I say, I just noted the discrepancies and carried on with my work. There came a time when my mind began to open. I began to see, and I began to question. That period of time was also a period of great confusion. There was also a period of time of some loneliness because there really was no one to talk to because I couldn't go to someone with a critical thought. I could not -- you could not talk and say the things that I had to say inside the organization.

Then there came a period of time in the fall of 1980. I actually had tried a couple of times. I'd gone to Laurel with some discrepancies, cause Laurel had been his public relations officer for many years. She knew the story. And I was saying, "Laurel, this isn't true. We can't say that." Well she got really angry at me and silenced me. So I learned to not say anything.

But there were a couple of points. One of them was contracting with Omar Garrison. And Garrison had a couple of very pro-Scientology books prior to my coming on the scene although he was not a Scientologist..

S: He was a huge ally of the church, in fact ...

G: He was a huge ally so again even with Garrison I couldn't just say, "Hey, Omar, you know, check this out. It's bullshit!"

S: I've connected the dots and it's scary.

G: Right. Now, it was a gradual thing with him, too. I would give him material and then we'd talk about it. Gradually I began to see that Omar understood, and Omar was an ally of mine, so we began to be able to talk freely. And that was another key to my getting out of the organization was... spending a lot of time with him, with his wife, travelling around the country in different situations outside the organization. And then going back into the organization and having that comparison all the time where you do, having the knowledge that I had, going into the organization and seeing the craziness inside and then going out of the organization and seeing that the representations the organization was making about the outside was another aspect of the big lie which was being run on us.

But, toward the end of my existence inside the organization, and also as I learned more I became, I guess, braver and

braver and braver. You know, willing to stand up -- it didn't matter any more. You know, you want to kick me out of this organization? See you later.

But I was still there, still dedicated, so I developed something of a cause during my last few months inside the organization of attempting to get the organization -- and, of course, I knew it would get to Hubbard and it was sort of a challenge to him, but initially to get the organization to change what it was saying.

S: I remember that part very well.

G: And I critiqued a number of the dust jacket material and the "About the Author" sections of the various books, and we'd go through them and line by line say, "This isn't true, this isn't true." Here are the facts." This we don't know. We can't document that. It sounds like bullshit to me. And so, I did that with a number of pieces. And I think it actually had a good effect up to a certain point, because they did actually change them and tone down some of the hyperbole.

S: Now, didn't at that point you also feel -- this is per my recollection cause I was a PR at that time and worked pretty close with Laurel and -- didn't you feel that despite the fabrications and despite the inconsistencies that there was still value to Hubbard? I think I recalled something about, "Gerry said that we could still do a biography and just make it truthful and still..." -- because LRH had contributed so much, just do a truthful thing, and his contributions would stand on their own. You didn't need all this fabrication. And you sort of had platformed this campaign, right, where you went over like a pregnant polevaulter...

G: Right.

S: ...as I recall.

G: It really, I think, ran his accomplishments and the technology will have to stand on its own. If it's going to stand, it has to stand on its own. We can't hold it up with lies. That's the way I still feel about it and I think it has fallen on its own. I don't think that it's workable and I think that it's an enforced technology. But that's sometime later in my development.

S: Now, by this time, you and Terry were no longer married and you had remarried to Joyce Brown.

G: Right.

S: Was your relationship with your wife at this time, where you were very vulnerable and feeling alone, was that any

solace to you?

G: Yeah. See, she came along in...

S: Another catch, dude. I mean she was such a doll-baby. She is such a doll-baby.

G: Yeah, she's a sweetheart. Initially, I'm working away on the biography project and she's up there in SMI, Scientology Missions International. And we connect. And you know what a Sea Org romance is like, you know. "Hey, gotta a weekend free, let's drive down to Tijuana and get married." You know it's that kind of a thing. I think I drove her down one week and got her a divorce and the next week got her -- married her, sort of.

But she was in much the same situation as I was, in, that, if you're free to talk to anyone inside the organization then, for one thing, the organization wouldn't be Scientology -- if people were free to talk it wouldn't be Scientology because that's the essence of Scientology is its lack of freedom. We at one point came to this realization that we could talk. So, just toward the end of our being inside the organization we formed something of a conspiracy of two. And so, knowing what we knew, and once I knew that I could talk to her and what she knew is she could talk to me, and we formed this little conspiracy...

J: It really wasn't a conspiracy though. It was open, honest communication.

S: Between a husband and wife.

G: Right, open and honest between us, but

S: But within the organization it would have been a conspiracy.

G: ...but conspiring to not let the organization know because they say you must talk open and freely to this sec checker but you can't talk open and freely to your spouse.

S: What?

G: That's the organizational paradox. So we violated that because when it came to sec checking it was -- I mean she had to go through a sec check toward the end of our Sea Org experience and by that time, I mean, once you know that the whole thing is a scam, anybody can con a sec checker, because you have a certain altitude. Go ahead and ask a question. I don't care.

S: That's right.

G: You know, it doesn't read. There's no more belief in that meter. It's just a pack of garbage.

J: Are you saying that the E-Meter is not 100% effective?

G: The E-meter is at best a worthless, anti-religious artifact.

J: Thank you.

S: Don't sugarcoat it honey, give it to us straight, ok? I mean, you know, enough of this pussyfooting around stuff.

J: You feel pretty strongly about that, don't you Jerry?

S: Yeah.

G: No, it's ... irrelevant. It has no meaning. It has no value whatsoever.

J: I think the value that it has is the value that the person holding the cans has...

S: Infuses into it ...

J: Yeah, places upon it because of what he's been told or shown.

G: That's not the value. There may be some value in answering questions. There may be some value of looking into one's mind. And --

J: I agree with what you're saying. I don't disag.. I'm saying the value that it has to the organization, not to the person.

G: Oh, yes. It has the same kind of value that thumbscrews had in another era.

J: Yeah.

S: Now, Gerry, when you had all those documents and you had these boxes, did you not come across a lot of evidence in terms of not only inconsistencies in the fabrications that L. Ron Hubbard had presented to Scientology as a whole, but also things that made his past actually questionable in terms of maybe alcoholism or drug use or things that you came across that not only show him as someone who's made up these things, but showed a quite -- A man who was the antithesis of what had been presented.

G: Yeah. Yeah.

S: Tell us about that.

G: I began to see that his drug of choice in his later years were steroids. And he dosed himself with massive doses of testosterone and I remain convinced that that is what he used to keep an edge on his belligerence.

S: Interesting.

J: How did you come to find that out?

G: From his own writings.

J: Is there any way that we could look at those writings?

G: I don't know of any way of getting to them at this time.

J: Why? I know it's a simple question, but why?

G: Because the organization will not disgorge the true information which it has on Hubbard.

S: Do you think they've kept that information or do you think they've destroyed the information?

G: Both. So that there is certain aspects of what they've done and the criminal activity that they're involved in which they maintain and there're certain aspects of it which they destroy.

J: When you say the criminal activity they're involved in, do you think that the majority of Scientologists have any idea that that's going on?

S: The current Scientologists?

J: Yeah.

G: No.

S: Of course not.

J: Then?

G: When you talk about the majority -- the people at the top know.

J: Like David Miscavige and Norman Starkey and...

G: Yeah, and Gene Ingram? Sure. The people who control Scientology. And the lawyers. Oh, yeah, the Earle Cooleys of the world? Sure. They absolutely know that they're

involved in criminal activity designed to destroy civil rights of the members of the organization and the lives of anyone they perceive as enemies.

J: Can you give me two examples of civil rights that Scientology has violated?

G: Freedom of association, freedom of speech, freedom of religion.

S: Just to name a few, honey.

J: Ok. Yeah. I mean, thanks because...

S: Gerry, keep going.

J: That sort of thing I think is important. Most people don't realize that that's what's going on. Most people have no idea that that's going on. Did you feel like you were manipulated while you were in there?

G: While I was in there I don't recall that the subject of manipulation crossed my mind. I don't think I could have allowed myself to think that I was being manipulated. But...

J: Did you ever feel that way?

G: I felt absolutely controlled. But my understanding of the manipulation, the coercion, comes later.

J: After one pulls back and views it from the outside.

G: Yeah, well, I mean, technically I was inside but I had really begun to deprogram myself and so...

J: Did you tie yourself up? I mean we all know about deprogrammings. You get tied up, and ...

S: ... sexually molest yourself.

J: Did you tie yourself up and sexually molest yourself?

G: Oh, I mean, deprogramming has to do with that subject of manipulation. While you're programmed you don't know that you are being manipulated. When you're deprogrammed you realize that you have been manipulated.

J: So in order to be deprogrammed, one has to be programmed.

G: Yeah.

J: Deprogramming doesn't work on somebody who hasn't been programmed.

G: I would think that's true.

J: Yeah. I would think so too. I would think so too.

G: Accepting the word and the definition.

J: When did you leave?

G: December '81.

J: Why?

G: It was time to go. (laughter)

J: Would you tell me a little bit more about that. I mean, I believe what you're saying but not everybody knows the Gerry Armstrong story. And I think a lot of people might be most interested.

G: Ok. Well, I came to the point I guess a couple of weeks prior to that and I had been very vocal on the subject of the lies, Hubbard's lies, the organization's lies and the organization's activities. And my vocalness had come to the attention of Norman Starkey. Norman Starkey at that time was on a mission operated by David Miscavige, the purpose of which was to take care of Hubbard's legal problems so that he could come out of hiding. And Starkey one day came into my area, Hubbard archives area, and we had a conversation. And he accused me of saying things about Hubbard which were untrue. And one of the things he said was, Hubbard -- he wanted, Starkey wanted, to charge the PRs through the ages with creating the lies which I have documented.

S: Well... now hadn't that happened to a large extent? Did Lizzie and Laurel -- for a period of time, I don't know what happened to the whole thing, but they took the fall that they had made it up and they had written these falsehoods about L. Ron Hubbard.

G: But they weren't around in 1950 and 1952 and 1965...

S: No, but they were the ones who -- they had written down the biographical information on L. Ron Hubbard, how it was dictated to them by L. Ron Hubbard, per my recollection.

G: But they were not there. If you look at -- what's the book on the atom bomb, the nuclear physicist's book -- "All About Radiation". If you look at that book and if you look at the bulletins that were written in that era it says, L. Ron Hubbard, a nuclear physicist. Lizzie wasn't there. Laurel wasn't there.

S: That's true. That's so true.

G: How can you say -- I mean, it's like one thing to make those people scape goats, but those people weren't there in '56. Laurel wasn't old enough to be there in '56. She was in our generation. I mean, you know, we're the 60's. We're the baby boomers.

S: Lizzie certainly wasn't there, either.

G: Anyway, what I did was show Starkey in Hubbard's handwriting where he had called himself a nuclear physicist and Starkey just went silent and he stormed out. And a short time later I was called down to Gilman Hot Springs.

J: Do you think he had a major ARC break?

G: No, I think that he recognized that everything that he had put his life into for so many years and had done so many rotten things and attacked so many people in defense of. That he saw that that hung in the balance and he had to go one way or another. So he chose to close his mind. And he wrote to the ... one of the executives of La Quinta ... Gilman Hot Springs and requested that I be sec checked.

J: This is the Golden Ere Studios, or Golden Era Studios.

G: Right, but at that time -- I'm not sure what it is now.

S: No, cause it's at Gilman's.

G: CMO headquarters...

S: This is at La Quinta.

G: No, this is Gilman.

S: Oh, this is Gilman, ok.

G: Yeah, this is -- CMO headquarters, in any case. And so I went -- I was called to Gilman and I spoke to Cirrus Slepp. And she asked me about -- she actually showed me Starkey's report on me. And I said that I -- you know I was quite open with her.

S: Now Starkey reported that you had fabricated this information?

G: No, Starkey reported that I was criticizing Hubbard and he wanted to find out what I had been saying and what documents I had been giving to Omar Garrison because I'm working closely with Garrison, and if I'm giving Garrison documents showing that L. Ron Hubbard claimed to be a nuclear

physicist and L. Ron Hubbard lied about being a nuclear physicist and Starkey knew about many more lies...

J: The cat would be out of the bag.

G: Right. So he wanted -- they wanted to keep a lid on it. Cause his job, of course, is to continue the myth of L. Ron Hubbard. Starkey's put a whole life into doing that. He's dedicated to that illusion.

J: Starkey got into Scientology in the 60's in South Africa. So he's been in a long time, probably 30 years.

G: Yeah

J: That's a long time to put in. It's at that point 20 years.

G: Right. And he was in a position of power. And he liked those positions of power. And this is, of course, some kind of a threat. I mean, here's just some guy down there making all kinds of noise and essentially calling L. Ron Hubbard a liar.

J: You know, one of things that always... I'd always thought about in Scientology was the is-ness, as-is-ness, alter-is-ness and not-is-ness. It says in order for something to survive or continue there has to be a lie in it. And the question that always came to my mind -- the first question that always came to my mind is, for Scientology to continue it must have a lie because it says so right here. In order for anything to continue it has to have a lie. So I always wondered what the lie in Scientology was.

G: The lie is that is Hubbard's philosophy. Hubbard's philosophy is flawed. It is a corrupt, dishonest philosophy. And he was a corrupt and dishonest man.

J: You must hate his guts. You must hate his guts for a person who's ... for a person who's been loyal...

G: That which will survive is that which can never be altered. That which is altered and that which is hence unreal, that which is a lie, will not persist. Now you can try and Hubbard can try but you will not get lies to persist.

J: That's true because there's always some truth under there and they'll pull the truth out and it's fixed full of lies.

G: The truth will be there no matter what you do with it.

J: We need to go eat lunch, or dinner?

G: Oh, ok.

J: So I think that you have an appointment.

G: Yeah.

J: Before we do that, let me ask you two quick questions.

G: Ok.

J: You left in '81.

G: Right.

J: You were sued in '84.

G: '82.

J: '82.

S: Jerry?

J: It went to trial in '84.

G: Right.

S: We should just pick this up, because...

J: We will.

S: Ok, I just wanted ...

J: We will. But, I just want to get this on here. They lost the suit against you.

G: Right.

J: In '86.

S: Big time.

J: In '86. They sued you in '82. Went to trial in '84. In '86 they settled out of court with you.

G: Right.

J: For hundreds of thousands of dollars, if my sources are correct, and you don't need to verify ... or hints at all, if you can let us -- if you want to, it's fine. But there's no reason to give anything. If my sources have been correct you got \$800,000. You -- Scientology paid you \$800,000 because you knew the truth about L. Ron Hubbard. You knew the truth. And you have been harrassed and you've followed. You've been lied about. You've had people watch you 24 hours

a day for weeks on end. You've had to go through extreme mental pressure today, yesterday, even. Gene Ingram says things to you like, "Gosh, Gerry, you look like you have AIDS," when in fact you're a very healthy person and you're a marathon runner. And it's...

G: Right.

J: Settlement aside, but, these other things are correct.

G: Right.

J: These guys are still harrassing you.

G: Right.

J: And you were a loyal, loyal, Sea Org member. Never in your wildest dreams did you think, when you got into Scientology, and you dedicated your life to this, if ever they had put you in this position.

G: Right.

J: Thanks. Can we continue this?

G: Yeah.

J: Thanks.

G: Thank you.

[RESUME TAPING]

S: Hi Gerry, you left in '81.

G: Right, December '81.

S: Can you tell me what led up to your departure from Scientology?

G: Sure. I had come to the conclusion at the end of '81 that the organization was not going to reform its ways, it was not going to correct the lies L. Ron Hubbard had told about himself. L. Ron Hubbard was not going to correct the lies he'd been telling about himself. The organization was not going to change its -- what I considered -- criminal and anti-social behavior. And I knew that my days were numbered, that I could not continue to be in the organization taking the stand that I had been taking, being vocal on the subject of Hubbard's lies. So I really was faced with only one choice to make and that was to leave. So, I carefully, cautiously, and over a period of a week or ten days removed my few belongings and my wife's few belongings out of the

building and we cleaned our living space before we left. Left the few pieces of Sea Org uniform that I had, and we drove away.

S: I see. Now didn't you at this time do something rather brazen which is like -- didn't you keep some of the documentation for some period of time and send copies to the church or vice versa kept copies and sent stuff back to the church?

G: No.

S: No?

G: No, I didn't. I worked very diligently and my wife Joyce -- and Jocyn -- worked very diligently for the last couple of weeks copying whatever we could copy of the documents which I had in archives, many of which I had already copied and already provided to Omar Garrison, but I was dedicated to Garrison. I sensed, or knew, that whoever took over the biography project after I left, and I assumed that it was going to be Vaughn Young, because he'd been working with me on the project at that time and it was my expectation that he was going to take over the project, that the organization once I left would not allow Garrison the access to the materials that I had so my dedication to him, my dedication to the biography project and my dedication to the attempt to bring to light the truth brought me to copy everything I could, and what I couldn't copy and all the copies that I had remaining, I took to Garrison at the end. So I provided them to Garrison and then Joyce and I drove up to Canada. And at that time we were completely documentless. I did not have any documents. Didn't do anything with the documents for a period of time.

There came a time some months later because I began to work for Garrison outside the organization that I, at his request, copied a lot of the copies which I had given to him because he wanted to set up a separate archives because he felt that the organization was going to burglarize his place and steal the materials that I had provided to him.

So, that second set of materials was what I then provided to Mike Flynn, or sent to Mike Flynn, after I knew that the war with the organization had started, in the spring of 1982.

So, the organization's claim that I stole all these documents -- that's simply not true. I was under contract to provide the documents that I could to Garrison and I performed pursuant to that contract. It was only as a result of the organization's declaring me an enemy -- I knew that I was then fair game. I knew that the battle had been engaged. And I took it as what was the only sane thing to do. Anticipating a legal battle. In fact I was told to get a lawyer. I did.

I got Mike Flynn.

S: Okay. And so, then, how did it progress from that point, the legal battle?

G: Through the spring of '80 -- late spring of '82 and into the summer I provided sets of documents as I was able to get them from Garrison and copy them. I sent them to Mike Flynn. Some of the documents that I sent were some of the originals which I had provided to Garrison.

Some of the originals I provided to Garrison because he needed, or, we felt, that it was very good to have originals because he was considering including copies, photographs of the original documents in the biography, some of the things which were in Hubbard's handwriting and on the original paper would have been great included in the biography. So some of them he had for that reason. Some of them he had because I just didn't have time to copy them. It was our intention that Garrison would copy them and he'd provide -- give the originals back to the organization.

But some of the documents were originals, but most of them were copies which I provided to Flynn.

S: Now up to this point Mr. Garrison had been, as you'd stated before, an ally of the church. And Did he also -- was he becoming disillusioned with all this newly discovered information?

G: I think he was -- he wasn't probably as illusioned as I thought he was. He really was an intelligent man living on the outside of Scientology, and had provided as a writer a service for them in doing the books that he'd done. But he thought his own thoughts and he was independent of Scientology. And he is a -- he's a fighter in his own way, so he had already had his own battles with Scientology just to arrive at the products that he'd done.

So it came to him as really no surprise. And It was a surprise to me that it was no surprise to him. He was pretty real about the whole thing. But, he did begin to understand that he had possession of very sensitive documents and that the organization would then consider him, if not an enemy, certainly a major security threat in that he possessed these very sensitive documents.

S: Okay. So, you went to court. The Church filed suit against you, am I correct?

G: Yeah. August '82.

S: You countersued.

G: Right.

S: This was a big suit. I mean this was well covered in the LA Times. This was like a very big, visible suit. Can you tell me how that progressed and what the outcome was? And who all was involved?

G: Sure. They sued me in August of 1982 seeking to recover the documents which I had sent to Mike Flynn, and seeking damages. And the causes of action were conversion. They considered that my providing -- initially they claimed that my providing the documents to Omar Garrison was conversion because they did not know at that point that I had retained a copy of the contract to show that Garrison legitimately had the documents and that I legitimately had given Garrison the documents.

I defended the suit initially by stating that the documents were not the organization's documents but were L. Ron Hubbard's documents and L. Ron Hubbard should bring the lawsuit but L. Ron Hubbard would not come out of hiding, and he was afraid to come into court. So then Mary Sue Hubbard intervened on his behalf. And she claimed a proprietary interest in the documents.

That was the initial stage of the lawsuit. The judge in Superior Court -- I think it was Judge Coale, then ordered the documents which I had provided to Mike Flynn and to my other lawyers Contos and Bunch in Woodland Hills -- he ordered those documents be delivered to the court and they stayed within the possession of the court through the lawsuit, through the pendency of the lawsuit up until the time of settlement which was December 1986.

So, they initially sued me, and then I filed a counterclaim for the intentional infliction of emotional distress and for fraud. That then, the two cases were bifurcated -- they were split apart so that initially all that got tried at my trial, at the Breckenridge trial in the spring of 1984 was their lawsuit against me. And out of that came the famous Breckenridge decision in which he found that because of my knowledge of fair game, of organization, intelligence operations and of the fraud of L. Ron Hubbard that I was justified in going to Garrison, getting the documents that I knew about and sending them to my lawyer. So ... That was the result of that trial.

My case against them...

S: Was that a jury trial?

G: No, judge trial. My case against them did not go to trial

because that was settled. It was scheduled to go to trial. At one time in December of '86, then in early 1987. And in large part because it was scheduled to go to trial the organization settled it.

S: Now I know a lot of other executives at the time sort of -- I wouldn't say rallied around you, but, but, came to witness against the Church during this time.

G: Right.

S: And that was a big thing at the time, right, because these were some of the senior most executives of the church.

G: Uh huh. Laurel Sullivan who'd been Hubbard's public relations officer whose history went back with him through the Sea Org. Bill -- sorry, Bill Franks wasn't there. Homer Schomer. Eddie Walters.

S: Kima, didn't Kima..

G: Kima testified. Nancy Dincalci. So a number of them were, really my friends. People who I'd known inside the organization and outside the organization. A group of friends who were quite close to me and who had the courage to come forward and testify.

S: That's great. Now, your suit settled and -- bring us up to date to this point as well as how you feel retrospectively about the whole situation, what, you know, what would like to do now, are you under a gag order presently? Are you not?

G: I'll give you the history.

S: Ok.

G: So in, From 1984 after the Breckenridge decision there were a series of events -- operations that the organization mounted against me to compromise me, to set me up, to get me charged with false criminal charges, any number of things. The onslaught...

S: 1984, that was during the trial -- during your case or prior to your case or after your case?

G: They began before -- in 1982 they had PIs on me, I was assaulted, I was driven into. They tried to get me in a highway accident. They harrassed me day and night for well over a month. Then as a result of the court's comment about this kind of activity, they backed off. They kept up the legal onslaught and they deposed me in any number of cases and within my own case. And they ran operations against me. You okay?

S: Yeah.

G: But it was really after my trial in 1984 when they escalated the war. They sent around my friend Dan Sherman. You may know him. And I liked Dan. We were really close. And we hung out a lot. But the whole thing was an operation to get Dan close to me so that I could be set up. And what they tried to do through Dan was to convey to me the idea that there was a group of people inside the organization who wanted to reform it, who wanted to get rid of the criminal element at the top of the organization and have it revert to its pre-Guardian's Office, pre-criminal days. Get rid of the criminality.

S: Now, so at this point, were you supportive of that effort, on Danny's part?

G: Well, at first all it was was him telling me that there was this group of people and then he would send me messages from them. And then gradually I built up a relationship with them. These people claimed to be a core group of 35 people inside the organization who were working covertly because of their fear that should it become known that they wanted to reform the organization they said they were afraid for their lives.

S: So at this point despite everything you knew about Hubbard you must have had some faith in the technology of Scientology. Or am I wrong? Am I mistaken? I mean if you thought well we can restore this organization to its original intention to be, you know, this may be humanitarian group or maybe this ...

GA: No. No, it's more like downstairs here there could be any number of Catholics, Protestants, Jews or whatever, but I support the cause that they're involved in. It's that sort of way. I did not consider myself a Scientologist, but, if Scientologists want to continue to be Scientologists and at the same time clean up the criminal element in the organization I can support that without myself being a Scientologist. So I supported their intention of reforming the organization. And I didn't know who they were. I'd never spoken to them so it was sort of a support from a distance -- there was nothing to do. He was relaying this information to me.

Then they initiated a dialogue with me. They wanted to communicate with me. And they would send messages via Dan, the message that they really respected me for what I did, the integrity that I showed during the trial, and so on. I got a phone call one night from one of these guys just after the trial and just the day before I was to fly to London to

testify in the child custody case, the one that Jolly West quoted from today, the Latey decision came out of that trial. I went over there and testified. Well the night before I received a telephone call from one of these people claiming to be one of the 35 Loyalists. And he said, "We can get your pc folders. We know you want your pc folders. We can get them for you." "Oh, ok. What do I have to do?" "Oh, well you'll have to drive to a certain place in Los Angeles..."

S: Griffith Park.

G: No, this was a different -- I never went, I never bit. I never rose to the bait on that occasion. I said, "Well, to me this could be construed as accepting stolen property and it also could be an attempt to get ... to stop me, because of the times that were involved, to stop me from flying to London, cause they did not want me testifying in the trial. I said, "As much as I'd like the pc folders I can't do it." In any case I flew to London and testified. There, in London, I was harrassed at Heathrow Airport by private investigators. And they, in fact, wrote sworn affidavits that I was observed passing sealed documents to a bearded Arab in the Old Cock Tavern, pardon me, on a particular Tuesday night. I had in fact been at the Old Cock Tavern for lunch on the day previous but I was not there now on a Tuesday night. And the whole thing was concocted, but that's true to form of Scientology, you know, manufacture evidence. So they ... a Scientology operative will swear to anything. The fact that it's a sworn affidavit doesn't mean anything. But it was just another piece of the ongoing operation to compromise and set me up.

I returned to the U.S. and then I was contacted by two people. One of them was David Kluge, who I only knew at that time as Joey. And the other one was Mike Rinder, who I'd known from inside the organization in the Sea Org. And both of them -- and all of this was video taped, illegally, covertly, by Gene Ingram. And I didn't know at the time and I talked to them like I ...

S: This was the meeting in the park.

G: Right.

S: The famous meeting in the park.

G: Right. And there were a series of meetings in the park but I talked to them like I talk to you and I -- you know my language was atrocious. I made bad jokes. Just rotten. I had a foul mouth at the time. But I was also -- you know, I mean, I could pick up that there was something weird going on because what they would tell me off camera seemed to be so different from the questions that they're now we're sitting on a park bench and they're talking to me. And I'm ... was

completely open about the whole thing, but I also knew that there was something weird about it so a lot of what I'm saying on the video tape reflects that aspect of the thoughts that are going through my mind about how strange this is.

But there are some really funny things that occurred. If you've never seen the videos, they're very, very funny.

S: You know, I don't know, Gerry, that the videos were ever shown. What I do know is that a transcript of these meetings was published in Freedom News Journal.

G: Right. A part, part of it.

S: In part. But it was very interestingly written because it would say -- it would have a quote and it might be a sentence, and then it would say, "And then he said..." and the rest was all just like editorialized, "And then he said this and this and de-de-de-de-de-de-de-de-de-de." And then there'll be another quote. And I thought, "Well, if he said these things why didn't you just publish the dialogue? Why are you giving me your interpretation of what he actually said?"

J: True to form.

S: Of course. It amused me. I was still involved in Scientology. Still a believer. I saw this. I have to tell you, this shook me, cause I went, "This is nuts." Who could ever believe this article? And I was truly, truly committed to the organization at this point. But it really made me go, "Please, this so discredits them. Why would they do this this way?"

G: When they first broke the videos in 1985 up in the Christofferson trial, before they were shown to the jury the judge viewed the first two videos. And he viewed them in his chambers, then he came back out and he said, "These are very damaging, damaging to the church." Right. And they polled the jury after the trial. And they said that the video tapes of me only proved one thing. And that was that fair game was alive and well in 1985.

So, the Scientologists are so blinded. Here's the way I think it went down. People are reporting to Hubbard through this time that they have an intelligence connection to Armstrong. And Hubbard hates Armstrong, you know, cause I've been saying all these things. And they've been telling him that I took the documents.

S: Pull back the curtain.

G: I mean, out of what I did came the Breckenridge decision

which stated, "This guy is a paranoid, schizophrenic." I mean just the worst thing that he ever wanted to hear. But true.

But they -- the organization could never tell Hubbard the truth. And Hubbard could never hear the truth, so there's a perfect situation there for Hubbard to get partial truth and it always happened inside the organization, then he would issue an order. He would issue an order, in this case, like, "Get that into evidence. That'll destroy Armstrong." Because they're telling him, "We've got video tapes of Armstrong saying 'this,' and of course, they take one line out of context." But that's the big win that they want to convey uplines to Hubbard.

And of course, Hubbard doesn't get the whole picture, but now he has issued an order. And now they have to jump through the hoops to get those video tapes -- illegally taken, and the judge stated up in Oregon, these things are illegal. But they fought to get them in. And after the judge said they're damaging against the church, does anyone care? I had to go through the incredible embarrassment of my foul mouth, and I didn't know, you know, did I pick my nose, you know -- how did I? You know there's four hours of video tape I was just -- I was a total jerk.

S: (Laughter)

G: But I understood after a while I really -- it was terrible to me. Up in the Christofferson trial. When I knew that my friend, Dan Sherman had set me up, that the whole thing was a set-up, that they'd video-taped all of this stuff, the betrayal was so awful to me. I was suicidal for just days. I walked out of the courtroom. The judge got rid of the jury, sent everyone home, and he was busy watching these things in there. And I'm sitting, I'm alone out there in the courtroom for an hour and then someone, one of the Scinos' lawyers walked in and made some complaint about me even staying in the courtroom and so I walked outside.

And we were on the third floor of the courthouse. And there was, you know, the stairs came up like this onto the third floor and then they went around like that so there were two places where you could look down three floors onto the marble floor below. It looked just hard enough that it would do the job, just smack! I really considered it for a long time. I walked over to the railing of one of these areas and I looked down, and I was just contemplating just ending it right there. Then I realized that down below was a set of pay phones and that, you know, someone crossed over there to the payphone and I realized, you know, here I go to end it all and I take some innocent guy out walking to the payphones, so I couldn't do that so I walked over to the other one, thinking well, you

know, here's an opportunity. And there was a bank of Coke machines. And so, you know, just out to save some other poor guy, I didn't take my own life at the time.

But it was horrible. I just ... I came just so close. And I... My heart -- there was incredible pain. One night I just couldn't sleep and there was this pain and I just couldn't breathe. Awful! It went on for some days over a weekend and then into the next week. I think they had me on the stand for 10 days, 7 or 8 of which were cross-examination with the great Earle the pearl Cooley. Anyway ...

So that's what happened in 1985 and they just continued after that. Then they culled my pc folders. And they sent all the most scurrilous stuff out of my pc folders. And they put that ... filed the stuff in my case in LA Superior Court.

S: Well, you had to have of known that that was going to happen.

G: Well, I mean, you get a sense but you really can't believe it until you see it. And then you can't believe the twists that they and their lawyers put on it. You know and there was this dream I had. I had a dream up in Portland in '85 and I sent it... I've had very few memorable dreams in my life and only one or two of them have I ever written down. And this one was so vivid and so memorable that I wrote it down. And I wrote it, I think, very concisely. It was some of my very best literature because it is really tight and really good. It's also really foul. The language and the concepts are just grotesque. But it was a great dream. And I sent it to Dan Sherman because he's my literary buddy. It ends up the Scinos get it and they got that! And they want to put that into evidence in the ... the Christofferson trial!

That one; that one followed me this last year it showed up in Johannesburg in South Africa. The organization provided it to their lawyers over there to attack me with. A dream! And they twisted that -- that the fact that I had a dream was the proof of what a perverse, distorted guy I was. Anyway...

So, there was a series of things. When I first arrived in Boston, in September of '85, well October '85, they brought criminal, they attempted to bring criminal charges against me with the FBI for impersonating an FBI officer. Five times they brought either flat out criminal, or quasi-criminal contempt charges against me. And they tried the same thing in Marin County.

S: Gerry, let me stop you here for a minute. What motivates you. I mean, why on earth wouldn't you say, "I did this. I messed up. I made a wrong choice. I'm just going to go away now. And have my life and just ... you know, I have my wife

and I have our birds or..." whatever you guys had at the time. I don't remember. I used to get Christmas cards from you guys -- I think you had birds or cats or something.

G: Yeah! We had birds. That little guy could talk.

S: Nicky?

G: Mikey.

S: Mikey.

G: Right!

S: That's right.

G: Anyway, there was a period of time, December '86. It was the time of the settlement. And we'll get back to the settlement in a minute.

I felt that I really could get on with my life. And I could do a number of other things. I began to, I mean I'd always written, but I wrote seriously. I drew seriously. I spent a lot of time doing my things. I had my own life. And I maintained communication with my friends you know, who I did not disconnect as a result of the settlement. The organization may have felt that I should have or had to or that I was contracted to but I didn't do that. But I really had my own life and I wasn't involved in anyone's litigation. And I didn't have to do anything about them for a period of time.

But the organization couldn't quit. They couldn't let the Breckenridge decision stand. They couldn't let my image stand, whatever I represented to them so they continued their attack. They continued in a false -- what they call a Dead Agent pack that they put out against Bent Corydon in 1987. They did it in the Russell Miller case, in London in 1987. They filed 8 absolutely false, scurrilous affidavits regarding me, specific to me in that case.

S: And this was post-settlement agreement.

G: Post-settlement agreement. Gene Ingram provided an edited version of the video tapes -- the illegal video tapes to the London Sunday Times.

S: Now let me ask you something? In this settlement agreement, does it clearly state that this was not allowed? In the settlement agreement? I mean, were they thus in violation of the settlement agreement?

G: In my opinion, yes! Because the settlement agreement,

unless it worked two ways, didn't work at all. But if it was only one-way, then they relieved me of any duty to perform by their doing that. In other words, they cannot -- if the settlement agreement is only a lop-sided, one-sided settlement agreement, that's fine! I honor it and I'm silent. And I don't do anything to violate it. Then everything works fine as long as they don't. But as soon as they, in a new, as they would say, unit of time do something, I clearly have the constitutional right to respond and speak out. They waived the right. They had to remain silent whether it said they had to remain silent or not. Additionally --

S: Did it say? That they did? I mean, was it one of those agreements that Okay, we're just going to both let by-gones be by-gones?

G: That's exactly the words in it, yes! Anyone would interpret it that way. And anyone did. But they interpret it by saying --

S: You should let bygones be bygones and get over it but they didn't have to.

G: Not only that! That they have a right to say whatever they want and I must remain silent even if they can say that I was an ax murderer. And I must remain silent? It doesn't work. But not only that, I realized that my silence was in fact an obstruction of justice. Because all of those people who depended on my testimony, and I have great testimony regarding the fraud of Scientology, was vital to anyone who'd been defrauded by Scientology. So I felt that I really have a right and a duty now to stand up to the organization. I did not --

S: So you were feeling like you were getting over it and you wanted to leave it alone and you wanted to get ahold of your life, for a period of time until they began to lash out at you, at which point you said, "Hey, I don't need to lay down, for you to run over me."

G: Well, there was a series of -- even though they published the Corydon Dead Agent pack, even though they published the material in the Russell Miller case in 1987, shortly after the settlement agreement, I didn't do anything. And I didn't do anything until I got a series of telephone calls from Larry Heller, organization attorney threatening me with law -- with being sued if I were to even testify pursuant to a subpoena. So I knew at this point, "This has gone too far." And what happened was I was subpoena'd to testify in a deposition in the Bent Corydon case. Toby Plevin subpoenaed me. Now I had maintained some communication with Bent because he is my friend. I had not assisted him in any way in his litigation

because I had agreed not to do that but I knew that if he subpoenaed me, that that was senior to whatever settlement agreement existed.

Another aspect of the settlement agreement that you should know, was that I was told before signing it by my lawyer, Mike Flynn, that it was "not worth the paper it's printed on. You do not have to obey this. It cannot be enforced." So I signed in large part because Mike Flynn said that.

Now, in addition to that, Mike Flynn had told me through time -- and I had grown to understand that 1) the organization had attempted to assassinate him 2) it had destroyed his marriage and 3) he had to get out of the litigation for those reasons. So I was faced with, if I don't sign, then all of these other people don't get to settle, my lawyer can't get out of the litigation, it's going to go on forever, and in addition to that, I've been told by my own lawyer it's unenforceable, it's not worth the paper it's printed on. So sure, I'll go ahead and sign this thing and I will even attempt to honor it knowing that the only hope for a settlement with that organization is if they do change their spots if they do indeed turn over a new leaf, and if they do indeed repudiate fair game. They haven't done it. Hence we now are again locked in battle.

S: Now what is your present litigation with the Church of Scientology?

G: They brought a lawsuit to attempt to enforce the settlement agreement. Out of it ... in May of this last year, there was a hearing here in Los Angeles, in Superior Court, in front of Judge Schigian. The organization claims that they got a great big win out of it and that I am enjoined pursuant to the settlement agreement. Not true! Judge specifically said that he would not enforce the settlement agreement other than one very narrow issue. The very narrow issue is that I cannot except pursuant to a subpoena, assist someone intending to file a claim or pressing a claim against the organization. Now that we are appealing even that narrow ruling, because that's unenforceable because if you construe that my... that this video could possibly indirectly help someone in the future, I can't do this. And not only that but if you consider that my existence indirectly or directly helps someone, then I am obliged to take my own life. In other words then I must stop breathing. It's unenforceable hence I feel that I am completely at liberty to associate with whomever I want, to talk to whomever I want, and I act in life that way.

And that is in part why I am here at this event now, why I came to the CAN Conference.

S: OK, so what are your further plans? I mean, you're doing great, now. You've got this luxurious long hair.

G: I want to run a 236 marathon.

S: 236 what? 236 yards?

G: 2 hour and 36 minutes marathon. And I want to..

S: That's what you do, you run.

G: I run. So I want to do that. And I want to end the litigation and I want, you know, peace for everyone. I want to reform the economic system of the world and that's mainly it. I don't have any designs on the U.S. presidency.

S: Presently.

G: No, I can't have, I'm Canadian.

S: Oh, That's right.

G: OK are we done here?

End of Tape.

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April 28, 1993

Gerald Armstrong
c/o HUB LAW OFFICES
711 Sir Frances Drake Blvd.
San Anselmo, CA 94960-1949

BY TELEFAX AND U.S. MAIL

Re: Your Appearance on KFAQ Radio

Dear Mr. Armstrong;

I have just been informed that you are scheduled to appear on KFAQ radio in the San Francisco area at 5:00 p.m. today on the "Life Line" show and that the topic to be discussed is "the inner workings of Scientology".

This letter serves to put you on notice that your appearance on this show as described would constitute a violation of the Settlement Agreement which you signed with the Church of Scientology International on December 6, 1986. You agreed on that date to forgo, inter alia, future media appearances, in exchange for a substantial sum of money. Specifically, such an appearance would be a violation of paragraph 7D of the Agreement and will subject you to the liquidated damages provision in that paragraph.

Should you appear on this radio show in violation of the Agreement, the Church of Scientology International will pursue all remedies within the judicial system to obtain damages for the violation and/or to enjoin any future violations of a similar nature. It is my sincere hope and expectation that no one will attempt to induce you to further breach your contractual obligations to the Church of Scientology International by permitting you to appear as scheduled.

Very truly yours,

15/
Laurie J. Bartilson

May 3, 1993

Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, CA 90028

Dear Ms. Bartilson:

This is in response to your fax letter of April 28, 1993.

You are in error in your interpretation of the December 6, 1986 settlement agreement. I did not agree on that date to forgo future media appearances for a substantial sum of money. I agreed on that date to dismiss my action for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract against your organization for, inter alia, a substantial sum of money.

As you know I would not agree on that date to forgo media appearances, to not speak out against your organization's criminal activities, to not publish and to not communicate my experiences inside the organization, for any sum of money. Only when my lawyer assured me that those prohibitions in the settlement agreement were "not worth the paper they're printed on," and after your organization promised to end its antisocial, tortious and criminal activities, did I agree to sign the agreement.

Thus, I agreed to not speak out, to not publish and not do media appearances, for no money whatsoever. Your continuing libel that I so agreed for "a substantial sum of money," or any money at all, is simply part of your "'fair" game doctrine," which here takes the form of what L. Ron Hubbard called a black propaganda campaign to make me appear to have sold out for money; or in your terminology to position me as a whore.

I agreed to not speak, publish or appear in order to give your organization the opportunity it said it needed to change its antisocial ways. Since you did not avail yourselves of this opportunity, but used my peace gesture as an opportunity instead for more fair game, you are finding yourselves having to face the same situation you faced in 1986.

It is exactly your continuing calumny that I sold out for money, in addition to all the other post-settlement attacks by your organization in breach of the settlement agreement, and its reneging on its promise to end fair game and its other antisocial policies and practices directed at innocent individuals, that now brings me to do media appearances on the subject of your organization's fraud, fair game and irreligion.

Your threat that you will subject me to the liquidated

Laurie J. Bartilson
May 3, 1993
Page 2 _____/

damages provision of the settlement agreement for appearing on KFAQ is obscene. Even its inclusion in the settlement agreement; that is \$50,000.00 per word I write or speak about your organization is obscene. You embarrass all those Scientologists of good will who slave for your organization, whose money you squander, and in whose name you make such hollow and debased threats.

Your threat directed at KFAQ that they would become the target of your pathologically litigious organization for inducing me to breach my "contractual obligations," although equally empty, is certainly reflective of the organization's anti-religious nature; that is, its reliance on lies, lawyers, intimidation, and bluster to achieve its unholy ends.

As you know, I am permitted by Judge Sohigian's May 28, 1992 injunction, unappealed by your organization, to make media appearances such as the one scheduled at KFAQ. As you also know, Judge Horowitz on March 23, 1993 stayed all proceedings in the case of Church of Scientology International v. Gerald Armstrong, Los Angeles Superior Court Case No. BC 052395. This has the effect as well of staying the injunction; therefore I am not constrained even by the narrow prohibitions of Judge Sohigian's ruling. And therefore I am as free as any other person in this free nation to speak, write and appear as I am so guided.

And I urge you therefore to communicate to KFAQ and withdraw your threat of litigation. I also urge you to rethink your attack lines on me and the other litigants who settled our claims against you. To position us as whores, when we attempted to free you from your past is really silly because it only frees us to say, as graphically as literature allows, what that past was that we would free you from, but which your organization, by its actions, insists we bring to the light of truth.

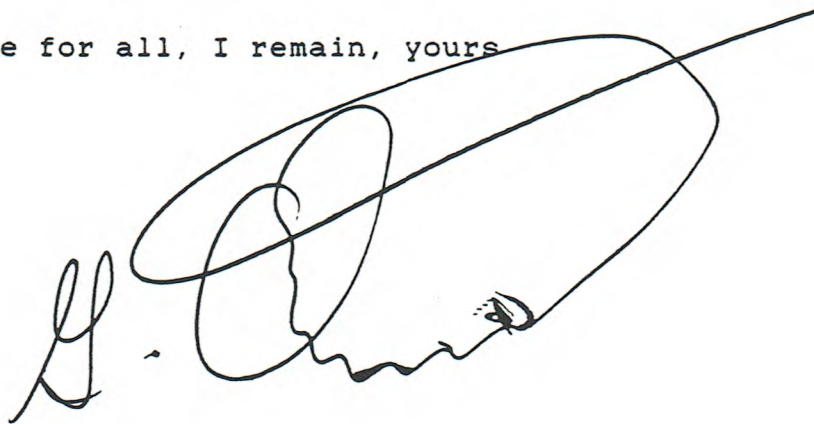
There is no denying that there is a great deal of public interest in your organization and its antisocial practices in which I have a great deal of experience and expertise. Once your organization repudiates its antisocial practices, of course, I will have nothing more to say about them. In the meantime I will try with all my might to do what I am called to do; and an aspect of that is to speak out against your irreligious organization's threats to religion.

Religion will not be threatened. Do not waste your time. There is wisdom. It is not, however, in fair game, in settlement agreements, in attacks on your innocent brothers, in the lies of L. Ron Hubbard, or in stupidity, even if it's given a name suggesting sapience like Scientology.

Laurie J. Bartilson
May 3, 1993
Page 3 _____/

I expect to be doing various media appearances in the near future and talks to various groups, including one I have already agreed to with a university psychology class. I think it would be very beneficial, therefore, to resolve our differences as soon as possible by your organization's clear repudiation of its antisocial policies and practices, so that I can have good things to report at these talks.

With a great hope for peace for all, I remain, yours
sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Gerald Armstrong, written over a horizontal line.

Gerald Armstrong
C/O Hub Law Offices
711 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)258-0360

:ga

cc: Ford Greene, Esquire
Paul Morantz, Esquire
(without enclosures)

cc: KFOX
Los Angeles Times
San Francisco Chronicle
San Francisco Examiner
Marin Independent Journal
Time Magazine
(all with cc Bartilson 4/28/93 letter; cc 3/23/93 stay
order)

Scientology in the Schools

Is L. Ron Hubbard's morals text harmless?

BY KENNETH L. WOODWARD
AND CHARLES FLEMING

When Carol Burgeson received a copy of "The Way to Happiness" in the mail 18 months ago, she read it through and decided it was the perfect non-religious vehicle for teaching moral values to her senior students at Thornton Township High School in Harvey, Ill. So Burgeson ordered more free copies of the book by L. Ron Hubbard and used them to stimulate discussions in her classes. "It seemed so harmless," she says. "Brush your teeth, do your work, don't be tardy—what's wrong with that?"

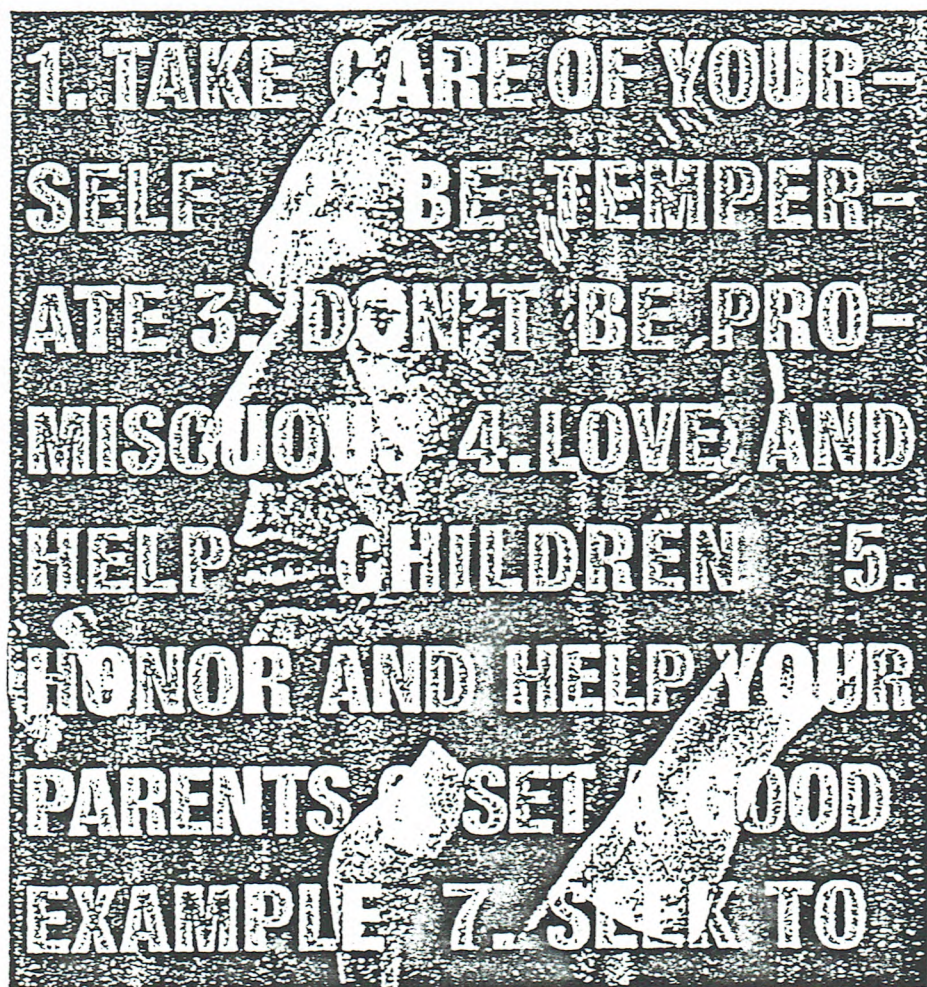
Nothing. But she was more than a little surprised to discover that the late Hubbard, who is identified in the pamphlets by name only, was the founder of the Church of Scientology, and that the pamphlets are distributed by a foundation tied closely to his controversial religion. She's not alone. With little fanfare, Hubbard's text has found its way into the nation's schools. According to the Scientologists, 8,300 public-school teachers and administrators have used the morality text since it was first published in 1981. Altogether, church officials estimate, 6.8 million pupils in 7,000 U.S. schools have studied Hubbard's moral principles; internationally, more than 34 million copies in 17 different translations have been distributed—sometimes, say Scientologists, by major corporations. "That book," says the Rev. Heber Jentzsch, president of the Church of Scientology International, "has probably had more popularity than anything Mr. Hubbard has written."

The need for books on values has long been recognized by public-school educators. Strapped for cash and under pressure from parents to deliver a values-oriented education, many teachers and administrators welcome any text that promises—as Hubbard's does—to deliver sound moral principles on a "nonreligious" basis. But when *Newsweek* checked with public-school educators who received the text, some said that they had been misled. In Brooklyn, N.Y., Lawrence Herstik, principal of PS 238, initially welcomed "The Way to Happiness" as "a values-oriented book about righteousness and peace." But he stopped using the text after he discerned "an undercurrent of a religious nature." In Bellflower, Calif., Jeanie Cash, principal of the Frank E. Woodruff Elementary School,

ordered copies of the Hubbard book but refused to put them into her classrooms when she discovered that they came from the Church of Scientology. "They sent a brochure saying it was a self-esteem program," says Cash. "I feel that I was deceived. We feel very strongly about the separation of church and state."

living house, and promoted through The Way to Happiness Foundation, one of several independent corporations designed to propagate Hubbard's thought.

All of these putatively "secular" organizations are coordinated by the Association for Better Living and Education (ABLE), which is an organ of the church. The "Way to Happiness" book is itself part of Hubbard's extensive philosophical and religious writings, which for Scientologists, says Jentzsch, "are the same as the Bible is for Christians and the Koran is for Muslims." What makes "The Way" acceptable for public-school use, Jentzsch argues, is that students who read the book do not have to follow Hubbard's moral



Since "The Way to Happiness" claims that it is "not part of any church doctrine," Scientology officials insist that its use by public schools poses no problems. Hubbard wrote it in 1980, they report, the year the U.S. Supreme Court ruled that public schools in Kentucky could not display the Ten Commandments in the classroom. Like Scientology itself, says president Jentzsch, the book merely teaches "common sense." However, the volume is published by Bridge Publications, the church's own pub-

"Way to Happiness": Hubbard's 'secular' text

principles, while members of the Church of Scientology must.

On the surface, there is little in the book that would trouble any educator who believes in cleanliness, honesty, integrity and tolerance. Among Hubbard's 21 moral principles is this curiously relaxed restatement of the golden rule: "Try not to do things to others that you would not like them to do to you."

But Hubbard's catechism is also studded with jarring axioms. It declares, for example, that "the way to happiness does not include murdering your friends, your family or yourself being murdered."

More important, anyone familiar with Scientology will find that the text uses key words and concepts taken directly from Scientology's religious lexicon. For instance, Scientology teaches that the fundamental point of life is "survival," and that only those who become the "cause" of their own actions can be truly happy. This is also a major theme of "The Way to Happiness." More significant, Scientology teaches that the truth is "what is true for you." This relativistic view is repeated with emphasis in the book. On the other hand, the text is silent about most of Scientology's central tenets: for example, its belief that people suffer from evil deeds done in past lives that the church's ministers can correct through expensive counseling courses, and its adamant opposition to psychiatry.

Front group? Critics of Scientology, including some former officials, argue that "The Way to Happiness" is primarily a recruiting tool for the church. According to Vicki Azmaran, who once served as inspector general of the Religious Technology Center, the church's highest ecclesiastical organization, The Way to Happiness Foundation is "a front group to get people into Scientology" and the book is designed "to make Scientology palatable to the masses." Another former church member, Gerald Armstrong, claims that Hubbard wanted "rich Scientologists to buy huge quantities of this book for distribution. He wanted to go down in history as a scientist or a philosopher or both." Both Azmaran, who runs a private detective agency in Dallas, and Armstrong, who works for an anti-Scientologist attorney in San Francisco, are currently locked in prolonged and bitter litigation with the church over a variety of claims.

Church officials strongly deny that "The Way to Happiness" is a lure to attract potential converts. Still, the church is anxious to broaden its appeal by promoting Hubbard's various "technologies" for combating drugs, reforming criminals, teaching morality and learning how to study—and doing it through its sundry satellites: Narconon, Criminon, Applied Scholastics and The Way to Happiness Foundation. The church's encyclopedic reference text, "What Is Scientology?," claims that 23 corporate giants have used Hubbard's study technology. Yet a check of three of them—Mobil Oil, General Motors and L'Oréal—brought denials of any corporate involvement with the church. But if the nation's public schools are any measure, Hubbard's tracts will continue to turn up in the most surprising places. ■

Martyrs for Multiculturalism

Courses that students at UCLA might die for

For 20 years, the University of California, Los Angeles, has offered courses about Chicano culture and history. But last April, on the eve of the funeral of Cesar Chavez, the farm workers' union leader, officials announced that they would not create a special department devoted to Chicano studies—instead they pledged to im-

content themselves with interdisciplinary majors taught by professors from traditional academic departments. That arrangement is unsatisfactory, say the demonstrators, because faculty members have little time or encouragement to concentrate on ethnic studies. Their solution: full academic status for Chicano studies. "We cannot

continue to the next necessary step without departments," says Luis Torres, an English- and Chicano-studies professor at the University of Southern Colorado who also heads the National Association of Chicano Studies. (About 17 percent of UCLA's 23,000 students are Chicano; many have not joined the campus demonstrations.)

UCLA administrators insist that a field like Chicano studies—touching on history, sociology, literature, feminism and other disciplines—is best left as an interdisciplinary program. That structure encourages the flow of ideas among Chicano-studies faculty and other specialists. Creating separate departments, says UCLA Provost Herbert Morris, encourages a "Balkanization" that the university wants to avoid. "We need the ethnic perspectives to pervade all the departments," says Morris, who does agree that the Chicano program needed improvement.

Chancellor Charles E. Young offered to take several important steps to bolster the Chicano-studies program. First, all ethnic- and gender-studies programs would be exempt from funding cuts for two



LESTER SLOAN—NEWSWEEK

A fight to the death: Protesters at UCLA

prove the existing program. Since then, the campus has reverted to '60s-style protests. Students—mostly Chicanos—took over a faculty center, then trashed it. City police arrested 99 demonstrators. And now, on the lawn outside the administration building, nine demonstrators have taken a page from the Chavez manual, pledging to fast until a department is created—or they die.

Is this a cause worth dying for? "We are risking our lives to save lives," says hunger striker Jorge Mancillas, assistant professor of biology at UCLA's medical school. More academic attention, he thinks, will eventually pay off in a more prosperous, stronger Chicano community. But UCLA does not have separate departments for any special-interest group. Asians, blacks and women have all had to

years—a critical gesture because the UC system is strapped for cash. Second, new faculty would be appointed jointly to Chicano studies and an existing department—history, say, or languages. Also, Young insists that this year's decision need not be the final one. He suggests that the idea of a full-fledged department can be re-examined in a few years. Seeking an end to the demonstrations last week, university officials offered even more funding and more faculty for the program. So far, the protesters have rejected his offers—as well as food. In a state where minorities now account for nearly half of the student body at some public universities—and sometimes more—the bitter conflict at UCLA will not be the last.

CONNIE LESLIE with ANDREW MURR at UCLA

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,
Plaintiff,
v. No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.

-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG
Volume VI - Pages 625 through 752
THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 Q. Did you understand this person Baker
2 or not to be a reporter from Village Voice?

3 A. I don't know what capacity he was
4 acting in when he called. I just don't know.

5 Regarding The Village Voice, I had
6 understood that at some time he had done a story
7 which had appeared in The Village Voice and was
8 somehow related to Scientology. So that's -- I
9 don't know if what he was doing in the more recent
10 past was for The Village Voice or something else
11 because he -- it was like a relay of
12 communications. I took a telephone call to the
13 office and don't know beyond that, did not discuss
14 any history with him or even his story.

15 Q. Did this person speak to you about
16 your experiences with the Church of Scientology?

17 A. No.

18 Q. Between March of 1993 and the present
19 did you speak with anybody working for E-TV or
20 Entertainment Television?

21 A. Yes.

22 Q. We can discuss that later, but was
23 there a reason that you did not include that in
24 the list of media that you have spoken with during
25 the time period that I've been asking you about?

1 A. Just didn't come to mind.

2 Q. Um-hum. And what about Newsweek
3 magazine?

4 A. Newsweek, you know, I thought of that
5 and I wasn't sure if it was within the dates, but
6 I think it is, so it's --

7 Q. All right. Well, because of these
8 new recollections, I've got to ask you again.

9 Thinking as hard as you can about
10 this, have you omitted any person or persons or
11 publication or media outlet, television or radio
12 or otherwise, with whom you've had contact
13 regarding the Church of Scientology between March
14 of 1993 and the present other than those that you
15 have mentioned to this moment?

16 A. I may have, but there isn't anything
17 that comes to mind.

18 Q. Between March of 1993 and the
19 present, have you spoken to any other individuals
20 other than media representatives that you have
21 already testified about regarding your experiences
22 as a Scientologist?

23 A. Broadly, yes.

24 Q. And with whom did you have such
25 conversations?

August 28, 1993

Charles Fleming
Newsweek
11835 West Olympic Blvd., Suite 870
Los Angeles, CA 90064

Dear Mr. Fleming:

I thought you might be interested in one of the Scientology organization's new lawsuits against me, LA Superior Court No. BC 084642, filed July 8, 1993, amended complaint (enclosed herewith) filed August 10, 1993. We call this one Armstrong III.

The fifth cause of action at page 10 is devoted to my giving an interview to Newsweek, for which the organization seeks \$50,000 in damages. The seventh cause of action at page 13 again concerns the Newsweek "interview" and seeks an injunction prohibiting me from continuing my incorrigible First Amendment activities.



The lawsuit itself is the organization's attempt to get around a stay in Armstrong II, LA Superior Court No. BC 052395. In that lawsuit Judge David Horowitz stayed all proceedings because the illegality of the underlying settlement agreement is an issue on appeal (No. B 060450, Second Appellate District, Division Four).

The organization also filed Armstrong IV July 23 in Marin County Superior Court, No. 157680, against me, The Gerald Armstrong Corporation, and Michael Walton, my friend and a lawyer, claiming my giving away of my assets (house, cash, stock, forgiving debts owed me, etc.) in August, 1990 was a "fraudulent conveyance" intended to render myself judgment-proof against all the damages Scientology says it's due from my free speech responses to its silly slanders.

We presently have a hearing set for September 8 in LA Superior Court in Armstrong II on Scientology's order to show cause re contempt, one of its efforts to have me jailed for the liberties I take with that old First Amendment. And there's another hearing September 14, also in Armstrong II in LA, on another OSC re contempt stemming from my provision of a declaration in June to Lawrence Wollersheim in his defense of Scientology v. Wollersheim, Los Angeles Superior Court No. BC 074815 (which is its own great literature).

If you think Newsweek would have an interest in this saga, please feel free to call me or attorney Ford Greene any time.

Yours sincerely,



Charles Fleming
August 28, 1993
Page 2 /

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715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450

Hub Law Office
Ford Greene, Esquire
711 Sir Francis Drake Boulevard
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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

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No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,

Defendants.

-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG

Volume VI - Pages 625 through 752

THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 Q. It's your testimony that Mr. Garcia
2 did not ask you any questions which related to
3 your experiences in the church?

4 A. I believe that's the case. My
5 recollection is that he knew who I was and knew
6 considerable information about my history.

7 Q. When you review your records before
8 coming back tomorrow, would you see if you can
9 refresh your recollection as to what document or
10 documents you may have sent to Mr. Garcia?

11 A. Sure.

12 Q. Between March of 1993 and the
13 present, have you had any conversations with
14 Richard Bagar, a reporter for Time Magazine?

15 A. I may have.

16 Q. Is there any way that you could
17 confirm one way or the other whether you did?

18 A. I don't think that there's any --
19 that there's any way. If I had a communication --
20 aw, let me see, I do recall having a conversation
21 with him. It was again after the KFAX incident.

22 And I had called him, I believe,
23 because there was a hearing going on in Los
24 Angeles, and he expressed an interest in, of all
25 things, the KFAX matter.

1 Q. Did Mr. Bagar call you or you call
2 him?

3 A. I believe I called him.

4 Q. What was the substance of your
5 conversation with Mr. Bagar?

6 A. I had called him for some reason, the
7 exact reason I don't recall right now, but it very
8 easily could -- it could be around the time of the
9 two new lawsuits in '93 that I -- I have a
10 recollection of telling him about the Armstrong
11 III and Armstrong IV lawsuits.

12 And that at the same time perhaps or
13 in a related communication or around the same time
14 we discussed the KFAX matter, and I think that I
15 sent him copies of the correspondence.

16 Q. The correspondence that you sent him
17 was correspondence involving Miss Bartilson and
18 the station?

19 A. Right, and my letter, I believe, back
20 to Ms. Bartilson.

21 Q. Any other correspondence?

22 A. I don't think so.

23 Q. Did you send any other documents to
24 Mr. Bagar between March of 1993 and today?

25 A. I don't have a recollection of

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
Not-For-Profit Religious)
Corporation,)

Plaintiff,)

vs.)

Case No. BC-052395

GERALD ARMSTRONG, THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation, Does 1-25,)
inclusive,)

Defendants.)

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 September, October of 1993?

2 A. Correct.

3 Q. Could it have been before August?

4 A. It -- it could have been.

5 Q. When did you first speak to Jennifer Cone?

6 A. I think that it was in the same time
7 period, perhaps August of -- July or August, 1993.

8 Q. And you understood her to be a reporter for
9 the Recorder?

10 A. Right.

11 Q. Where is the Recorder based?

12 A. San Francisco.

13 Q. And what was your -- what was the substance
14 of your initial conversation with Miss Cone?

15 A. I communicated -- I think that sometime in
16 the past I have been in touch with someone at the
17 Recorder, whose name I don't recall. That person had
18 given me to a -- an editor, whose name I also don't
19 recall. The editor then put me in touch with Jennifer
20 Cone.

21 Jennifer Cone and I spoke briefly, and she said,
22 send me some documents. I then sent her some documents.
23 I may have followed it up, but I think two things
24 happened. They weren't interested and Jennifer Cone moved
25 on to someplace unknown to me.

1 Q. Do you recall whether that initial --

2 A. So I had -- my communication with Jennifer
3 Cone was brief, and it was specific. My recollection is
4 the existing litigation, which then included -- I think
5 that this is the time period that we're in, the Armstrong
6 III and IV litigation, so it was during the time -- just
7 after, I believe, III and IV got filed and that my
8 documents to her included documents from III and IV,
9 probably from II, and maybe back into Armstrong I, but
10 that it was in the time period in which III and IV were
11 new and news.

12 Q. Do you have copies of the letter and the
13 accompanying documents which you have just testified
14 about?

15 A. I very easily may have the letter that went
16 with the material to Miss Cone.

17 MR. HERTZBERG: All right.

18 MR. GREENE: As to a radio FM tape, letter,
19 Cone letters, we'll research and produce.

20 MR. HERTZBERG:

21 Q. Did you ultimately have any further
22 discussions with anybody employed by the Recorder?

23 A. There was a subsequent communication in
24 which I learned that Jennifer Cone was gone. I think that
25 that is the only thing of substance that I can recall of

August 23, 1993

Jennifer Cohen
The Recorder
625 Polk Street, Suite 500
San Francisco, CA 94102



Re: Scientology v. Gerald Armstrong,
Michael Walton & The Gerald
Armstrong Corporation,
Marin Superior Court
Case No. 157680

Dear Ms. Cohen:

As you requested, please find herewith the following documents relating to my litigation with the Scientology organization:

1. Decision of Los Angeles Superior Court Judge Paul G. Breckenridge Jr. dated June 20, 1984 in the case of Scientology v. Armstrong, No. C 420153 (we call this case Armstrong I);
2. July 29, 1991 opinion of the California Court of Appeal affirming the Breckenridge decision;
3. Amended complaint in Scientology v. Armstrong, Los Angeles Superior Court No. BC 052395 (Armstrong II; which was originally filed February 4, 1992 in Marin Superior Court, case no. 152229 and transferred March 20, 1992 to LA);
4. My declaration of March 16, 1992 filed in Armstrong II;
5. Amended answer to Armstrong II complaint, filed October 8, 1992;
6. Armstrong II cross-complaint, filed October 8, 1992;
7. Scientology's ex parte application filed December 31, 1992 for an order to show cause in Armstrong II, why I should not be held in contempt;
8. Appellant's opening brief in the appeal from the injunction issued May, 28, 1992 in Armstrong II, by LASC Judge Ronald M. Sohigian;
9. Armstrong III first amended complaint, LASC No. BC 084642, filed August 10, 1993 (complaint filed July 8, 1993);
10. Armstrong IV complaint, filed July 23, 1993;

Jennifer Cohen
August 23, 1993
Page 2 /

11. My letter of August 15, 1993 to organization attorney Andrew H. Wilson.

Please also see The American Lawyer of July/August, 1992.

The Sohigian injunction is an exhibit to Scientology's application for an OSC re contempt (item 7 above), one of Scientology's attempts to have me jailed for daring to speak out against its antisocial practices. There is a hearing on that OSC on September 8 in LA, and a hearing on another OSC re contempt September 14, both in Armstrong II.

Because the illegality of the December, 1986 settlement agreement, which is an exhibit to the Armstrong II amended complaint (item 3 above), is an issue in the appeal from the Sohigian injunction, LASC Judge David Horowitz stayed all proceedings in that case. Scientology's filing of Armstrong III and IV is its effort to get around the stay.

I think there's a worthy and timely story in all this, and I hope you or someone has the time and heart to negotiate the paper maze to get to it. As you can imagine, the accompanying document stack is but a bump from the mountain filed in the four cases.

Please feel free to call me or attorney Ford Greene any time, and don't be afraid to ask for more materials.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'G. Armstrong', with a large, sweeping flourish extending from the end of the name.

Gerald Armstrong
715 Sir Francis Drake Boulevard
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(415)456-8450

Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)258-0360
Fax 456-5318

**ENTERTAINMENT TV
STARS AND SPIRITUALITY**

TRANSCRIPT OF VIDEO (Portion with Gerald Armstrong)
August 5, 1993

[SHOT OF ARMSTRONG, looking at legal papers]

GREG AGNEW: Gerald Armstrong says that leaving Scientology in 1982 wasn't that easy for him.

[SHOT OF PAGES OF MEMORANDUM OF INTENDED DECISION]

GREG AGNEW: In litigation Armstrong testified that he wanted out, after working for Hubbard and discovering documents that showed the Church Founder lied about his background and achievements. As Armstrong explains in the lawsuit, when he left Scientology he found he needed to take that so-called proof as protection.

[SHOT OF ARMSTRONG, looking at booklet that says "Two Faces"]

GREG AGNEW: That got him sued by the Church, labelled an "enemy of Scientology", and allegedly made him a target of the fair game doctrine.

[CLOSE-UP SHOT OF ARMSTRONG]

GERALD ARMSTRONG: The actual fair game doctrine states that someone labelled an "enemy", may be tricked, cheated, lied to, stolen from, sued, or destroyed, by any means, by any Scientologist.

[SHOT OF HEBER JENTZSCH]

GREG AGNEW: Jentzsch says today there is no fair game doctrine.

HEBER JENTZSCH: There was a policy years ago which was misunderstood. A person who leaves the justice system of Scientology can be fair game for this society.

[SHOT OF LEGAL PAPERS]

GREG AGNEW: In 1984 a California judge came down on Armstrong's side in his suit versus Scientology. Nine years later the two sides are still at legal odds. The Church is suing Armstrong, accusing him of breaching the original settlement agreement by speaking out against Scientology.

[SHOT OF HEBER JENTZSCH]

HEBER JENTZSCH: This is a person who wants to make a big name for himself off of Scientology.

[SHOT OF ARMSTRONG]

GREG AGNEW: Armstrong denies the charge. He and his attorney contend the contract is illegal and the lawsuit, improper.

[SHOT OF MANUSCRIPT entitled: **ONE HELL OF A STORY An Original Treatment Written for Motion Picture Purposes Created and Written by Gerald Armstrong**]

GREG AGNEW: He eventually hopes to tell his story on the big screen.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
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GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California Corporation, Does 1-25,
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Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 Q. Did you tell Miss Nix that you had reached
2 any conclusions about Mr. Hubbard as a consequence of your
3 research for the biography?

4 A. No.

5 Q. Did you discuss anything else with Miss Nix
6 about your involvement or activities as a scientologist
7 during your conversation with her yesterday other than
8 what you have testified to already?

9 A. No.

10 Q. When was your contact with radio Word-FM,
11 Pittsburgh?

12 A. I believe it was in the late summer or
13 early fall of 1993.

14 Q. And do you remember the circumstances of
15 your speaking or meeting with anybody from the radio
16 station?

17 A. Somebody called me from the station, and
18 then I ended up doing a -- I believe a half hour on their
19 radio in Pittsburgh. I think the show is called
20 "Pittsburgh Talks."

21 Q. Do you have a tape of that program?

22 A. You know, I may have at one point, and it
23 is -- I would be happy to make an effort to try and locate
24 it.

25 Q. I would appreciate it.

1 A. Okay.

2 Q. Do you recall what the subject was of your
3 appearance on this radio program?

4 A. I think it really had to do with religion.

5 Q. Did you mention the Church of Scientology?

6 A. Well, I don't think by that name, but the
7 concept of Scientology certainly came up.

8 Q. Did you refer to Scientology?

9 A. I believe there was -- it concerned
10 Scientology.

11 Q. And it concerned your experiences as a
12 scientologist?

13 A. It very likely touched on it.

14 Q. As best you recall, what did you say about
15 your experiences as a scientologist on the radio program
16 Word-FM Pittsburgh?

17 A. I -- I presently have no distinguishable
18 recollection of any specific point which was covered.

19 Q. Did you receive any kind of monetary
20 compensation or expense money for appearing on the radio
21 program?

22 A. No.

23 Q. Did you go to Pittsburgh for the purposes
24 of this radio program?

25 A. No.

1 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF LOS ANGELES

3 ---oOo---

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5 CHURCH OF SCIENTOLOGY
6 INTERNATIONAL, a California
7 not-for-profit religious
8 corporation,

9 Plaintiff,

10 v.

11 No. BC-052395

12 GERALD ARMSTRONG, THE GERALD
13 ARMSTRONG CORPORATION, a
14 California corporation, DOES 1
15 through 25, inclusive,
16 Defendants.

17 -----/
18 and related cross actions.
19 -----/

20 DEPOSITION OF GERALD ARMSTRONG

21 Volume VI - Pages 625 through 752

22 THURSDAY, AUGUST 18, 1994

23
24
25 REPORTED BY: SUSAN M. LYON, CSR #5829

1 Q. That's all that he communicated to
2 you, that Mr. Ingram had been by to talk to him,
3 he didn't say anything more about Mr. Ingram?

4 A. I think that's basically it.

5 Q. Did you say anything about Mr.
6 Ingram?

7 A. I don't know if it went beyond that.

8 Q. You resisted the temptation to
9 identify him as a nefarious church operative?

10 MR. GREENE: Objection, assumes
11 facts.

12 THE WITNESS: I don't know.

13 MR. HERTZBERG: Off the record.

14 (Luncheon recess.)

15 MR. HERTZBERG: Let's go back on the
16 record.

17 Q. Mr. Armstrong, between March of 1993
18 and the present, have you spoken with any
19 reporters from the St. Petersburg Times?

20 A. Yes.

21 Q. And with whom from the St. Petersburg
22 Times?

23 A. My recollection is it's somebody by
24 the name of Garcia. And I don't at this instant
25 recall his first name.

1 Q. Would that be Wayne Garcia?

2 A. Wayne Garcia, yes, it is.

3 Q. And when did you first speak with Mr.
4 Garcia?

5 A. I think my first contact with him was
6 perhaps around the time of the IRS ruling, so I
7 think that's in the fall of '93.

8 Q. And did you call Mr. Garcia or did he
9 call you?

10 A. I believe he called me.

11 Q. Do you remember the gist of your
12 conversation with him?

13 A. He knew who I was, and I believe that
14 he -- my recollection is he was looking for a
15 comment or wondering if I had any insight into the
16 ruling of the IRS. And I don't believe that our
17 conversation was very substantive as to my history
18 or even what he was doing, mainly because I had
19 not a great deal, if any, information about the
20 IRS matter.

21 Q. When you say ruling of the IRS, do
22 you mean any determination by the Internal Revenue
23 Service that certain Church of Scientology
24 entities were entitled to exception under 5013 of
25 the Internal Revenue Code?

1 A. Yes, I think that's how I would say
2 it.

3 Q. What else do you remember about that
4 conversation?

5 A. I have a recollection of him saying
6 that somebody was checking the records in
7 Washington, D.C., and I don't even know in what
8 case or in what records were being checked.

9 And I have a recollection of
10 something to do with the Ponilis (phonetic) County
11 or some local Florida government, and how that
12 might be impacted by the IRS decision, but I don't
13 know exactly what the context was or even what the
14 issues were.

15 Q. Do you recall any other aspect of
16 this conversation that you had with Mr. Garcia?

17 A. I believe he asked for a comment.
18 And my vague recollection of my comment at the
19 time, and the matter was still relatively new and
20 surprising to me, but I recall communicating
21 something about that now really the matter can be
22 resolved in the marketplace of ideas, and that
23 Scientology didn't have their fall back position
24 of we're being victimized by the IRS or the United
25 States government, and that it put them in a

1 position where they really could be dealt with in
2 the marketplace of ideas, and that that was
3 actually where it should be anyway, that the tax
4 ruling was in the marketplace of ideas irrelevant.

5 Q. That's a comment that you made to Mr.
6 Garcia?

7 A. Something about that. I just have a
8 recollection. And that that is what had come to
9 mind at the time, and I had communicated something
10 about when he asked for a comment.

11 Q. You indicated that you were surprised
12 by the IRS ruling, your word surprised.

13 A. Yeah, I think I was surprised.

14 Q. And in what respect were you
15 surprised?

16 A. I think because of the history of the
17 organization and the history of what I knew to be
18 tax court or related decisions regarding the
19 organization and the ones that I had seen and the
20 ones that I recalled and what I knew of the
21 history of the organization, one would not, I
22 would think, come up with the conclusion that
23 after all of this has happened and after these
24 rulings, that there's going to be a decision by
25 the tax court that was, or by the IRS, which was

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, California 94960

Gerald Armstrong
President

FAX COMMUNICATION COVER SHEET

DATE: *October 11, 1993*
TO: *Letters Editor, Premiere*
TELEPHONE:
FAX TELEPHONE: *(310) 820-3192*
FROM: Gerald Armstrong
TELEPHONE: (415) 258-0360
FAX TELEPHONE: (415) 456-5318
PAGES INCLUDING COVER SHEET: *5*
ACCOMPANYING DOCUMENT: *Letter response to*
Miscavige response to
Richardson Scientology article
INSTRUCTIONS: *Have courage!*



October 11, 1993

Letters Editor
PREMIERE
1990 South Bundy Drive, Suite 250
Los Angeles, CA 90025

By Fax: 310-820-3192

Dear Editor:

Word on the street is that the Scientology organization cut a deal with Premiere following John Richardson's September article: print our fearless leader's response and we won't sue you or anyone who contributed to the article. Rod Lurie of Los Angeles magazine, which did its own story this month on Scientologist Tom Cruise, tells me a Scientology lawyer tells him that the deal covers only Premiere; the contributors are hung out as fair game.

Those of us on the street who reject Scientology's bullying would rather have heard that the organization had been told to stick it in its corporate ear, but we do understand why Premiere would agree to such a deal. It judiciously eliminates the threat of litigation from this nation's most threateningly litigious entity, and it gets to print David Miscavige's response. He not only proves Richardson's point about the organization's pervasive meanspiritedness, but evinces Scientology's silliness. Miscavige uses many too many words, and even too many numbers, for a simple two-page response.

But I shouldn't criticize Mr. Miscavige's style when his response was actually quite helpful to my cause. He admits to knowing that Richardson "had unparalleled access to top [Scientology] officials, conducting four days of interviews." Richardson tells me that the top officials the organization allowed him to interview are Mark Rathbun, Mike Rinder and Heber Jentzsch, and he tells me that these three, unsolicited, provided him with documents concerning me, which he has now provided to me.

Although I was introduced to John Richardson before his article appeared, he did not interview me, and I contributed not one of its, according to Mr. Miscavige, 8700 words. Nevertheless, just in case Richardson did consider interviewing me, Rathbun, Rinder and Jentzsch, in true Hubbardian spirit, gave him a couple of juicy, what the organization calls "dead agent documents," to destroy my reputation beforehand.

Richardson states in his article that "they even provided documentation of Scientology detectives secretly videotaping a sting operation against a hostile former church member. 'I have no problem with that,' says [Mark] Rathbun, president of the church's Religious Technology Center." Judge Donald Londer in

Premiere

October 11, 1993

Page 2 /

the Multnomah Superior Court in Portland, Oregon, where the organization first "broke" the videotape operation in 1985, had no problem with it either, but for a different reason. Londer, who viewed the videotapes in their entirety, not just Scientology's edited bits, stated that they were illegally obtained, but allowed them into evidence because he found them "very, very damaging against Scientology." The jury in that case, polled after the trial, stated that the videotapes confirmed that, contrary to Scientology's claim that by renaming its infamous Guardian's Office in 1982 it had ended its dirty tricks against perceived enemies, its tricks were alive and kicking and just as dirty in 1985.

LAPD Chief Daryl Gates, on the other hand, had a huge problem with the videotape operation. Scientology's pet private investigator, Eugene M. Ingram, who, according to published reports, had been busted from the force for pimping and taking payoffs from drug dealers, paid an active LAPD officer Philip Rodriguez to sign a phony authorization for the videotaping and wire taps. Rodriguez was suspended six months for his part in the operation, and Gates declared in a public statement:

"The (Rodriguez) letter purports to authorize Ingram to engage in electronic eavesdropping. The letter, along with all purported authorization, is invalid and is NOT a correspondence from the Los Angeles Police Department. The Los Angeles Police Department has not cooperated with Eugene Ingram. It will be a cold day in hell when we do."

In characteristic purported ignorance, Scientology's top officials continue to this day to call this illegal operation "police-sanctioned," and continue to use it to attack me, even though its use still only demonstrates that "fair game," the organization's doctrine of opportunistic hatred, with its gargantuan bag of tricks and dirt, is still flailing about in 1993.

The other document Miscavige's minions provided Richardson was a two-page recitation of a dream I had in 1985. I gave a copy of it to a friend and fellow writer, Dan Sherman, whom the organization was using to get close to me to set me up, and who participated in the videotape operation. The organization used the dream in 1986 as an exhibit to a document filed under seal in the original case in which it sued me, labelling the dream "a sickening personal creative work" which demonstrated my "extremely aberrated activities."

The dream was a dream, the recitation was true, and the language is starkly crude because that is what its literature called for. But Rathbun, Rinder and Jentzsch did not provide the

dream to Richardson for its literary value, but its value in destroying my character; for to the organization, if it suits its purposes, dreams are reality, and truth is whatever can be twisted therefrom. As to the organization's use of the dream in violation of a court order specifically sealing it, that is not even close to surprising. Scientology's leaders, pursuant to Hubbard's orders, abuse the legal process every day of every year and hold our courts in constant contempt.

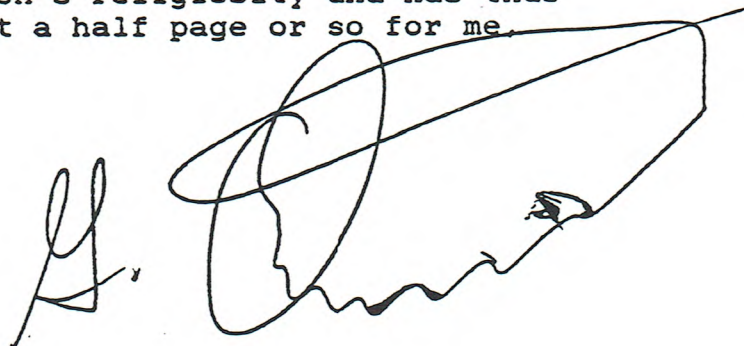
This organization has sued me four times, six times attempted to have me jailed on evidence it fabricated, and employed a pack of private investigators who harassed and assaulted me, threatened to put a bullet between my eyes, took a number of shots at framing me, filed perjured affidavits about me, ran into me with a car, and tried to involve me in a freeway "accident." All for daring to speak honestly and openly about my own experiences in my own life. The organization this year has tried to have me jailed and has sued me, claiming \$950,000 in damages, for nothing more than writing a letter to David Miscavige urging a peaceful resolution to Scientology's conflicts.

Miscavige says that it "is only the great ideas that generate controversy; it is only great thinkers who are the subject of sustained attacks." I have been attacked by his organization for almost twelve years. I don't think that's great, and I don't think my ideas merit all the attack. My message is simply this: honestly and openly repudiate fair game, or get out of the religion business.

I am a man who says that Scientology, as it is practiced and directed by its leaders, is not a religion, and it should not use the extraordinary protection our Constitution confers on religions to mask its antisocial nature and acts. I am one of those critics John Richardson says the organization has targeted with its ugly smear attempts. Premiere has given David Miscavige two pages to promote his organization's religiosity and has thus escaped its litigiousity. How about a half page or so for me, and I won't sue either.

Gerald Armstrong
San Anselmo, CA

715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450

A large, stylized handwritten signature in black ink, likely belonging to Gerald Armstrong, is written over the bottom right portion of the page. The signature is fluid and cursive, with a prominent loop at the end.

Premiere
October 11, 1993
Page 4 /

Days C/O Hub Law Office
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)258-0360
fax 456-5318

Editor - I am a writer, philosopher and artist. I presently work with San Anselmo attorney Ford Greene, who also represents me in my litigation with the Scientology organization. I can provide documentation of any of my claims in this letter if you ask.

May 19, 1994

Charles Collier-Wright, Esquire
Mirror Group Newspapers
One Canada Square
Canary Wharf
London E14 5AP
United Kingdom

By Telecopier 011 44 71 293 3405

Dear Mr. Collier-Wright:

I am writing in response to a letter dated May 9, 1994 sent to you by Mike Rinder of the Scientology organization's Office of Special Affairs. I am the Gerald Armstrong Mr. Rinder accurately names, but erroneously describes, at page 2 of his letter.

Please be assured that if your company is sued by Scientology, and if you call me as a witness, which Mr. Rinder warns you against doing, your client will not become a party to any violation of any legal agreement. Nor would I, should I appear as a witness in any litigation brought by Scientology against your client or anyone, be in violation of any legal agreement. By a 1992 partial injunction of the Los Angeles County Superior Court, upheld on appeal, I am permitted to assist any entity the organization sues, and I am permitted specifically by said injunction to "testify[] fully and fairly in response to properly put questions either in deposition, at trial, or in other legal or arbitration proceedings."

The "agreement," with which Mr. Rinder is threatening you and your client, was obtained by the Scientology organization from my former attorney Michael Flynn by duress. The organization's attacks on Mr. Flynn, pursuant to its judicially condemned philosophy and practice of "Fair Game," are well known in the international media and legal arenas.

The organization has used the "agreement" to obstruct justice in dozens of litigations and to frighten its critics, opposing lawyers and its victims into silence. Yet I believe it will ultimately be instrumental in bringing the organization's leaders to justice.

Mr. Rinder's charge that I posed naked in a newspaper is unrelated to the reliability of my information. As well as untrue. I have survived four Scientology lawsuits and more than 55 days of testimony in depositions in a dozen cases and in three trials, and weathered over twelve years of Fair Game and Black PR for the very reason that my information is reliable.

Charles Collier-Wright, Esquire

May 19, 1994

Page 2 _____/

Although my reliability could be viewed as demonstrated by Scientology's attack thereupon, I also suggest that, if you have questions regarding my history or credibility, you contact any or all of the following people:

Jon Atack
Avalon
Cranston Road
East Grinstead
West Sussex RH19 3HG
342-314-758

Ford Greene, Esquire
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)258-0360
Fax (415)456-5318

Graham E. Berry Esquire
Lewis, D'Amato, Brisbois & Bisgaard
221 North Figueroa Street, Suite 1200
Los Angeles, CA 90012
(213)680-5007
Fax (213)250-7900

Joseph A. Yanny, Esquire
1925 Century Park East, Suite 1260
Los Angeles, CA 90067
(310)551-2966
Fax (310)551-1949

Toby L. Plevin, Esquire
10700 Santa Monica Boulevard
Suite 4-300
Westwood, CA 90025
(310)788-8660
Fax (310)788-8661

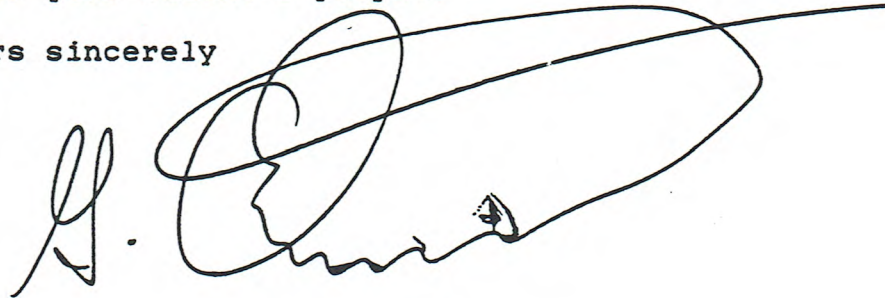
F.A.C.T.Net, Inc.
(Fight Against Coercive Tactics, Inc.)
601 16th Street, Suite C-217
Golden, CO 80401
(303)650-3650
Fax (303)530-2950

Charles Collier-Wright, Esquire
May 19, 1994
Page 3 /

Michael J. Flynn, Esquire
6125 El Tordo
Rancho Santa Fe, CA 92067
(619)756-5823
Fax (619)756-1575

Finally, if you have any questions of me, please feel free to call at any time. Same for your client's people.

Yours sincerely

A large, stylized handwritten signature in dark ink, likely belonging to Charles Collier-Wright, written over the "Yours sincerely" text.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
Days (Hub Law) (415)258-0360
Fax (Hub Law) (415)456-5318

cc: Jon Atack
Ford Greene, Esquire
Graham E. Berry Esquire
Joseph A. Yanny, Esquire
Toby L. Plevin, Esquire
F.A.C.T.Net, Inc.
Michael J. Flynn, Esquire
Andre Taboyoyan
Robert Vaughn Young and Stacy Young
Garry L. Scarff
Hana Whitfield and Jerry Whitfield
Richard Aznaran and Vicki Aznaran
Lawrence Wollersheim
Scott Mayer
Mike Rinder

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

v. No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.
-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG
Volume VI - Pages 625 through 752
THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 which he later mentioned upon receipt of my
2 documents was a passing thought, wasn't what he
3 was going to cover.

4 Q. Leaving aside your editorial comments
5 about the Breckenridge decision and the meaning
6 that it has in your life and your recollection of
7 what his main interest was, I'm asking you a
8 specific question about a conversation which you
9 have testified occurred within the last several
10 weeks.

11 Did the topic of your involvement
12 with the church come up at all in either of your
13 or any of your conversations with Mr. Cusick, yes
14 or no?

15 A. I would say yes.

16 Q. And what is your best recollection of
17 what was discussed in that vein?

18 A. That I had been interviewed by Mike
19 Wallace for the 60 Minutes show; that I didn't
20 know where copies of it might be; that there had
21 been, I understood, although I don't think I'd
22 ever seen any of the documents relating to this,
23 that there had been litigation involving CBS and
24 Scientology.

25 That, oh, yeah, he asked about there

1 being any conspiracy with Michea Flynn. I think
2 he'd spoken to Moraynus, Allen Moraynus, the
3 producer of the second 60 Minute show. Now,
4 that's where the subject of Breckenridge did come
5 up. Because I remember that in my case
6 Scientology had, I believe -- although I may not
7 have said this to him -- my recollection is now
8 that they attempted to accuse Judge Breckenridge
9 as a result of his communications with Allen
10 Moraynus at the time, and those communications
11 were minimal, or were answering some kind of
12 general question without getting into the guts of
13 the Armstrong I litigation, but that.

14 And I had a recollection of
15 Scientology making allegations of some conspiracy
16 between, I think, Flynn and Moraynus or something
17 like that. And that he had this information. And
18 I think at most acknowledging that I had heard the
19 same thing or knew of the same thing.

20 Q. Do you recall any other aspect of
21 this discussion regarding Judge Breckenridge?

22 A. No.

23 Q. What was your knowledge of the
24 contact between 60 Minutes and Judge Breckenridge?

25 A. Well, I saw a document about it at



June 29, 1994

Rick Cusick
20 Ridgehurst Road
West Orange, NJ 07052

Dear Mr. Cusick:

Pursuant to our conversation of yesterday, please find herewith copies of the following materials:

1. Fax letter dated 4/28/94 to me from Scientologist attorney Laurie Bartilson of in-house law firm Bowles & Moxon;
2. Fax letter dated 5/3/93 from me to Ms. Bartilson in response;
3. First amended complaint filed 8/10/93 in Scientology v. Armstrong, Los Angeles Superior Court No. BC 084642;
4. Fax letter dated 8/25/93 from me to Craig Roberts, host of talk show "Lifeline" at radio station KFAX.

I had agreed in March, 1993 to appear on "Lifeline," a call-in talk show on KFAX, a Bay Area "Christian" station. When I arrived at the studio on April 28, just minutes before the scheduled show, Craig Roberts handed me the fax of Ms. Bartilson's letter of that date, which he said the station had just received. He said that because of the threat contained in the letter, and the impossibility of clearing my appearance in time with the station's lawyers, he would not have me on the show. He said that this was the first time such a thing had ever happened in his career and the first time he had ever canceled an appearance because of a threat.

Some weeks later I did a talk show on another religious station in Pittsburgh, PA, which turned out to be a sister station of KFAX. Someone at KFAX heard that I had done the Pittsburgh show and "Lifeline" producer Bob Carlson called me to apologize for being intimidated by Scientology and to reschedule my appearance on the show.

Shortly after that the Scientology organization filed another lawsuit against me, which has become known as Armstrong III, and which included a cause of action relating to my earlier intended appearance on "Lifeline" and my letter response to Ms. Bartilson. I advised Mr. Carlson of this fact and then faxed Mr. Roberts the relevant pages from the Armstrong III amended complaint.

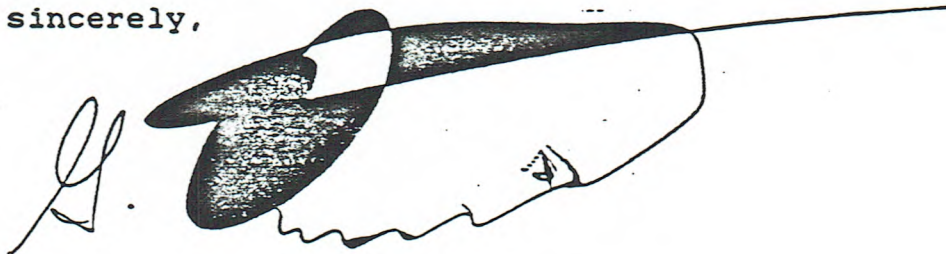
Rick Cusick
June 29, 1994
Page 2 /

I later spoke to Mr. Carlson, who said that the station's lawyers had decided that because of the threat of litigation from Scientology I should not be on the show.

Now may I ask a favor from you? Will you please send me any back issue of Gauntlet.

Please call if you have any questions.

Yours sincerely,

A handwritten signature, likely of Gerald Armstrong, is written in dark ink. The signature is stylized and appears to be a cursive 'G' followed by a long horizontal line that extends to the right. There is a large, dark, irregular ink smudge or stamp over the middle of the signature.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450

bcc Ford Greene, Esq.

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

v. No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.

-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG
Volume VI - Pages 625 through 752
THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 MR. GREENE: Or did Armstrong?

2 MR. HERTZBERG: How did he know if
3 Sine was taking notes if they were taking on the
4 telephone?

5 I'm asking whether Mr. Armstrong took
6 notes when he, Mr. Armstrong, first spoke to Mr.
7 Sine.

8 THE WITNESS: No.

9 MR. HERTZBERG: Q. All right. Now,
10 do you recall anything else, before we move to the
11 next conversation, anything else that you said or
12 Mr. Sine said in that initial call two or three
13 months ago?

14 A. No.

15 Q. Was there a subsequent conversation
16 that you had with Mr. Sine?

17 A. Yes.

18 Q. And when was that?

19 A. Not that long afterward, so again,
20 May, June, maybe into July. I'm not certain right
21 now.

22 Q. And was that in person with Mr. Sine
23 or over the telephone?

24 A. It was in person, although there may
25 have been a second call to set up a time for that

1 purpose.

2 Q. Excluding that call to set it up, I'm
3 interested in the in-person meeting now.

4 A. Right. It was in person.

5 Q. Where did that meeting take place?

6 A. In the law office.

7 Q. Of?

8 A. Of Ford Greene.

9 Q. I see. Was anyone else present?

10 A. No.

11 Q. Just you and Mr. Sine?

12 A. Yes.

13 Q. How long did that meeting take place?

14 A. Perhaps an hour.

15 Q. Is this the meeting that you
16 characterized a few minutes ago as an interview?

17 A. Right.

18 Q. And you understood Mr. Sine to be a
19 reporter for a newspaper?

20 MR. GREENE: Objection. That's been
21 asked and answered.

22 MR. HERTZBERG: Fine. Withdraw it.

23 Q. Now, give me your best recollection
24 of the subjects that were covered in the one-hour
25 interview you had with Mr. Sine in Mr. Greene's

1 office.

2 A. I gave him, I think at that time, a
3 copy of what I call "I Declare." And there may
4 have been other documents from the litigation, but
5 I do not have a recollection of what they are at
6 this point.

7 And I don't think that he read this
8 at the time, or I have no information actually
9 that he read it at all, but that's how -- that was
10 part of my contribution to the interview.

11 He had already, when he met up with
12 me, a pretty good understanding of the case, not
13 of perhaps, you know, as much understanding as he
14 acquired through time beyond that, but he already
15 did.

16 So he asked me about the
17 circumstances of my 1990 renunciation. And he
18 asked about the settlement contract and where I
19 was with regard to that.

20 So I described to him in a quite
21 clipped fashion the circumstances and the events
22 and the chronology of the 1990 period and then
23 what happened subsequently and what, you know,
24 where I was at in terms of the litigation
25 generally.

1 involvement with the Church of Scientology that
2 you would not discuss with him for any reason?

3 A. I would not have said it like that.

4 Q. I don't want you to speculate as to
5 what you would or would not have said.

6 Do you, sitting here today, have a
7 recollection of communicating the substance of
8 what I posed in my question to Mr. Sine?

9 A. I -- no.

10 Q. And, in fact, Mr. Sine asked you
11 questions, regardless of what background
12 information he had about you, he asked you
13 questions regarding your involvement with the
14 Church of Scientology while you were a member of
15 the church, did he not?

16 A. He could have.

17 Q. Is it your testimony that you do not
18 recall one way or the other, is that your
19 testimony?

20 A. Yeah, I do not know if he asked me
21 any question about my involvement when I was
22 inside the organization.

23 Q. Okay. Regardless of whether you can
24 recall whether he asked you any such question, can
25 you recall whether you spoke to him at any point

1 during that meeting about your involvement with
2 the Church of Scientology when you were a member?

3 A. My recollection is that the subject
4 came up.

5 Q. Now, you testified that you gave Mr.
6 Sine a copy of "I Declare."

7 A. Yes.

8 Q. What is "I Declare"?

9 A. "I Declare" is a declaration which I
10 wrote in January of 1994.

11 Q. And when you say a declaration, do
12 you mean, are you using the word declaration as
13 lawyers use it for the equivalent of an affidavit
14 or other sworn statement?

15 A. Broadly, yes.

16 Q. Yes?

17 A. And it has that form, yes.

18 Q. So it's sworn to under oath?

19 A. Right.

20 Q. Penalty of perjury?

21 A. Right.

22 Q. And what was the subject matter of "I
23 Declare"?

24 A. It was in response to the allegations
25 in the Armstrong IV complaint.

1 an attorney in what you call the Armstrong IV
2 case. And therefore I'm not aware of whether the
3 document you call "I Declare" is something that
4 has been publicly filed or not. You're saying
5 that --

6 A. Oh, okay, yes, it has.

7 Q. You also said that you spoke to Mr.
8 Sine about the circumstances of the 1990
9 renunciation?

10 A. Right.

11 Q. All right. What do you mean when you
12 refer to the 1990 renunciation?

13 A. This is a time and an act, or series
14 of acts, by me in August of 1990 in which I
15 transferred, gave away, relinquished control of
16 certain assets and forgave debts that were owed
17 me.

18 Q. And you also have testified that you
19 spoke to Mr. Sine about the settlement contract
20 in -- I believe, the settlement contract being an
21 exhibit in this case -- you entered into an
22 agreement with --

23 A. Yes.

24 Q. -- various Church of Scientology
25 entities?

1 A. Yes.

2 MR. HERTZBERG: Off the record for
3 one moment.

4 (Off the record.)

5 MR. HERTZBERG: Let's go back on the
6 record.

7 Q. Mr. Armstrong, just so the record is
8 clear, the settlement agreement that I'm referring
9 to and I believe you're referring to is a document
10 which has been previously marked as Exhibit 6 to
11 this deposition; is that correct?

12 A. Right.

13 Q. Now, you said that in the course of
14 discussing the settlement agreement with Mr. Sine
15 you spoke about various aspects of it and also
16 including where you were with regard to that.

17 What is it exactly that you discussed
18 with Mr. Sine about Exhibit 6?

19 A. Yeah, I think that your preamble
20 there was in error, and I'm not going to adopt
21 that.

22 But I did -- my recollection is that
23 he was aware of the fact that what underlay the
24 Armstrong IV complaint were claims of breaches of
25 these -- of the settlement agreement on which the

1 Scientology organization was claiming millions of
2 dollars in liquidated damages.

3 I stated that, certainly at one
4 point, that the settlement agreement was
5 unenforceable from the start; and according to the
6 language of the settlement agreement, it was
7 absolutely impossible to live, live by it; and I
8 realize it would have driven me absolutely nuts to
9 even attempt. Nevertheless, I had tried to live
10 by it and live within what I call the spirit of
11 settlement, unless I arrived at a point where it
12 simply was impossible and I had to take a stand
13 and had to do -- take the acts, do the things that
14 I ended up doing.

15 So that there were two aspects of it.
16 One was that even if Scientology had not acted to
17 do the things that it did in violation of the
18 spirit of settlement and do acts as a direct
19 threat to me and those things that I held
20 important or sacred in life, that it was
21 unenforceable on its face.

22 Q. And when you say you had to take a
23 stand and undertake certain acts at a certain
24 point in time, what stand did you tell -- what was
25 it exactly, the gist of the stand that you were

1 speaking about there?

2 A. That I had to stand up to what
3 Scientology was attempting to do and how
4 Scientology was attempting to use me. And I had
5 to make a choice about to be used or not to be
6 used. And my not -- my attempt to not be used and
7 to not have myself act against what I held to be
8 true and decent, I took the acts I took.

9 Q. And what acts were those?

10 A. Initially, I told Lawrence Heller
11 that I was not going to -- that I could not do the
12 things that he was asking me to do.

13 And then I began to, what I call
14 research my rights, but also included the
15 gathering together of resources or doing what was
16 sensible in order to see what I could do.

17 So, initially, it was, you know, my
18 communications with Larry Heller, and then it was
19 communicate to Mike Flynn.

20 I began to put together what
21 ultimately became my March 15, 1990 declaration.
22 And that I began working on that. And I continued
23 to communicate with the people in the world that I
24 thought I should sensibly communicate with. It
25 became a part of my life at that point.

PACIFIC SUN
Marin County, CA
29 June 94

Gagged again

Weird twist in Scientology lawsuit

BY RICK SINE

Gerald Armstrong of San Anselmo says God told him to give away everything he owns. Now Scientology wants the courts to force him to take it all back.

The next installment of a bizarre and byzantine legal war between Armstrong, a disillusioned ex-archivist for Scientology founder L. Ron Hubbard, and the quasi-religious organization is scheduled for a trial in Marin Superior Court in September.

The Marin case was spurred by Armstrong's decision in 1990 to take a vow of poverty, having asked God for guidance after Iraq invaded Kuwait. His most valuable possession at the time was a \$500,000 house on the ridge above Sleepy Hollow in San Anselmo, which he gave away to a former lawyer.

But Scientology believes that Armstrong is really just hiding his property until the legal heat is off.

The organization is suing in Marin to force Armstrong to take the property back—so that Scientology can get the property if it wins a separate lawsuit against Armstrong.

That second lawsuit, scheduled for a Los Angeles trial in November, arises from an earlier stage in the legal battle. It all started when Armstrong left Scientology in 1981, when he says he learned many of Hubbard's claims about his past were patently false. Scientology then sued

employees had spied on him and even ran him down in a car.

In 1984 a Los Angeles judge ruled that Armstrong had the right to take the documents. The judge labelled Hubbard "virtually a pathological liar" and ruled that the organization "harassed and abused those persons...whom it perceived as enemies." That decision was later affirmed on appeal. Two years later, Armstrong won \$800,000 in the settlement of the countersuit. He built the San Anselmo house with part of the settlement money.

But the settlement had a nasty clause: It gagged Armstrong from saying anything to anyone outside his immediate family about his 17 years of dealings with Scientology. Now Scientology is suing Armstrong again, claiming that he has spoken out on numerous occasions, violating the settlement. Andrew Wilson, Scientology's lawyer, says his client will probably go after well over \$1 million.

"Basically, they want fifty thousand dollars every time I say the word 'Scientology,'" Gerald Armstrong told the Sun. "My talking to you, that's fifty thousand dollars." Armstrong does not

continued on page 6

**"They want
\$50,000 every time
I say the word
'scientology.'"**

Armstrong, claiming he stole some of his own biographical research that he had turned over to his lawyer. Armstrong sued back, claiming in court documents that after his defection Scientology

continued from page 5

deny that he's removed the gag several times. He also says he found it impossible to lead a normal life without discussing his past with friends and others.

Armstrong began aggressively violating the settlement early in 1990—before giving away his property—by defending himself in Scientology's failed appeal of the 1984 decision. In court documents, Armstrong has said that he took this aggressive approach only because Scientology continued to attack him through false affidavits and negative publicity. Since then Armstrong has spilled the beans about Scientology to a *Newsweek* reporter. He's even begun working as a paralegal for his attorney, San Anselmo cult-buster Ford Greene.

Greene has claimed in repeated lawsuits that Armstrong was manipulated into the settlement by his attorney at the time, Michael Flynn, who also received money in the settlement for his own separate claim. Armstrong has declared in those same lawsuits that he reluctantly signed the settlement when Flynn told him that some 20 other anti-Scientology claimants were depending on him to sign. Furthermore, Armstrong has declared that Flynn told him the gag provisions were unenforceable, "not worth the paper they're printed on."

In court, Greene is arguing that the gag provision violates "public policy" by suppressing damaging facts about Scientology. But personally he is appalled by the notion that litigants can agree to zip up their traps as one of the stipulations of a settlement.

"The climate politically and judicially that we live in now in this country is so pro-business and so pro-money that those small persons who have voices that aren't backed by millions of dollars can be silenced. It's rude, and it's certainly anathema to the principles and rationale that underlie First Amendment free speech rights."

Scientology lawyer Andrew Wilson said Armstrong's claims of harassment by the religious group are "delusional" and "paranoid." And Wilson is little moved by Greene's conviction that justice is going to the highest bidder. "Gerald Armstrong sold those precious First Amendment rights," that he now exalts. He sold out for thirty pieces of silver—eight hundred thousand dollars. Now he says, 'Oh no, I shouldn't have been allowed to do that....I want to keep the money and shoot my mouth off.' And there are cases that say you can contract away your First Amendment rights. I can make a deal with anybody I want not to say anything about it, and they can pay me. I gotta keep that deal."

Armstrong says that Scientology has "no prayer before any jury in this country of obtaining a judgment against me," because he believes the religious organization didn't keep that deal itself.

Even so, selling your rights to free speech may prove to be legal. In 1992 a Los Angeles judge handed down an injunction that allowed Armstrong to respond to a subpoena but kept him essentially gagged. Last month a state appellate court upheld that injunction. The matter finally will be settled in the November trial in Los Angeles.

PacificSun

THE NORTH BAY'S BEST EVERY WEEK

San Francisco, CA

JULY 13 - JULY 19, 1994

Letters

Alleged gagee

A couple of gaffes in "Gagged Again," (June 29, 1994). I guess, being the alleged gagee, I get to expurgate.

1. The L.A. judge in 1992 enjoined me only from "voluntarily assisting any person intending to make a claim, or litigating a claim" against the Scientology organization. He refused the organization's gargantuan effort to gag me. Many of people who have been defrauded or abused by Scientology and have legitimate claims against the organization, and most of this country's lawyers who ought to press their claims, have been intimidated out of litigating those claims, so I have rarely had to consider violating the injunction to help them. Everyone else I help with impunity.

2. Rick Sine omits a few good facts when he says that I gave away the Sleepy Hollow house to a former lawyer. The man is a longtime friend and has never been a former lawyer. We bought the house together, were both on title, and I simply transferred to him my interest. He has a family and should, as should everyone else, have a house.

3. What God actually said to me was, "Keep nothing. Give what you have to the poor. Take only what you need." That's what I did. There's nothing strange in that message, because God says exactly that to everyone. The only reason the leaders of Scientology don't believe the message is because they don't believe in God.

Gerry Armstrong
San Anselmo

Another sniveler

Wow! I'm impressed with the complexity of your article, "Gagged Again." How confusing! I'm really not sure what the beef is.

Mr. Armstrong sounds like a snivelling little boy who got found out for doing something illegal or unethical. Instead of taking responsibility for his "actions" he is "targeting" Hubbard and his very well-organized philosophy, Scientology.

As for Scientology, I've been impressed by what I see and read of its members

actual application of it. Those I know are professionals from all walks of life and as a medical person I consider many as colleagues or friends. I'm in the business of getting people off drugs so Hubbard's research and drug-rehab programs interest me. We need more organizations like this so people can learn how to apply an ethical approach to their daily living and activities! That's what's really lacking.

With poorly researched and slanted journalism by all media on anything truly workable, it's a wonder the human race still walks upright. Mr. Armstrong you may have fooled the reporter, but you don't fool me!

Claudia Y. O'Flynn, R.N.
Petaluma

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
Not-For-Profit Religious
Corporation,

Plaintiff,

vs.

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California Corporation, Does 1-25,
inclusive,

Defendants.

Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 night three additional names, media persons, whom you had
2 contact with regarding Scientology between March of 1993
3 to the present?

4 A. Uh-huh.

5 Q. Can you tell me who those persons are?

6 A. One was a Jennifer Cone, and she is at the
7 Recorder in San Francisco. And one -- I don't recall the
8 name of the interviewer, but it was a radio show called
9 Word-FM out of Pittsburgh. And another was a -- my
10 recollection of the spelling is M-a-s-h-a-w, last name
11 Nix, N-i-x. I think that's it, Mashaw Nix.

12 Q. Who is that, a man or a woman?

13 A. It's a woman.

14 Q. And what media was she affiliated with?

15 A. She said that she was with Disney.

16 Q. Disney what?

17 A. That she was with -- I think the Disney
18 channel. So she was doing a television show called "You
19 Be The Judge," and she invited me to be on You Be The
20 Judge.

21 Q. When did that invitation come?

22 A. Yesterday.

23 Q. And have you accepted?

24 A. No.

25 Q. Did you decline?

1 A. Yes.

2 Q. Did you discuss the subject of Scientology
3 with Mashaw Nix?

4 A. Yes.

5 Q. And what did you say to her with respect to
6 that subject?

7 A. I said that I had been inside the
8 organization and that I had worked with Hubbard and that
9 the subject that she was interested in was -- I thought
10 was not appropriate and not really related to the sort of
11 information which I have and which my history with
12 Scientology, which is more litigation intensive, that that
13 was really it, but she was not particularly interested in
14 my history and did not pursue it.

15 Q. What subject did Miss Nix tell you that she
16 was interested in?

17 A. She was interested in what she called the
18 -- the Presley-Jackson union.

19 Q. Did you discuss anything else with Miss Nix
20 about your experience with Scientology other than what you
21 have just testified to?

22 A. There was a -- I mentioned the period that
23 I was involved and the period in which I worked with
24 Hubbard and -- and the fact that I had done the research
25 for the -- for the biography.

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
Not-for-Profit Religious)
Corporation,)
Plaintiff,)
vs.)
GERALD ARMSTRONG; THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation; Does 1-25)
inclusive,)
Defendants.)

Case No. BC-052395

CERTIFIED
COPY

DEPOSITION OF GERALD ARMSTRONG

Volume VIII

Pages 946 - 1063

THURSDAY, OCTOBER 20, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 Q. For the relevant time period, did you have
2 any communications with Richard Behar?

3 A. No.

4 Q. For the relevant time period, did you have
5 any communications of any kind with any other -- with any
6 persons who you understood to be representatives of the
7 media other than those persons you have already identified
8 in your testimony?

9 A. Yes.

10 Q. With whom?

11 A. There is an individual by the name of Tom
12 Voltz, V-o-l-t-z, I believe, from Switzerland who has
13 Vaughn Young. I think that's all.

14 Q. For whom does Mr. Voltz work, so far as you
15 know?

16 A. He has represented himself to me to be a
17 writer working on a book.

18 Q. Did you first contact Mr. Voltz or did Mr.
19 Voltz first contact you?

20 A. He contacted me.

21 Q. Do you know approximately when that occurred?

22 A. Perhaps two months ago.

23 Q. Did Mr. Voltz contact you orally or in
24 writing?

25 A. I think it was in -- I think it was orally.

1 Q. Did he see you in person or speak to you on
2 the telephone?

3 A. We've never met. He called.

4 Q. Have you had more than one conversation with
5 Mr. Voltz?

6 A. Yes.

7 Q. On the occasion of the first conversation,
8 what did Mr. Voltz say to you and what did you say to him
9 as best you recall?

10 A. He told me that he was writing a book. He
11 told me that he is a former Scientologist. He told me
12 that he was involved in some way, which I do not
13 specifically recall, in an ownership matter of the
14 personality test used by the Scientology organization.

15 He wanted to know if I could help him
16 regarding certain areas of interest or investigation in
17 his book.

18 Subsequently, he faxed me a document or faxed
19 me a letter which mentioned a number of areas of interest.

20 Q. I understand now, I think, that those were
21 Mr. Voltz's communications to you in that first
22 conversation.

23 What did you say in response?

24 A. I said that in certain areas I may be able to
25 help him. And that's about what I -- what I recall. I

1 don't recall if he had an interest in -- he knew of me
2 already, but I don't know if he had an interest beyond
3 that or if he asked me anything.

4 Q. Do you recall what areas you told Mr. Voltz
5 that you might be able to help him in?

6 A. No.

7 Q. You have no recollection at all?

8 A. No.

9 Q. Did you tell him you might be able to help
10 him with his book?

11 A. Not in the sense that I had certain documents
12 which may help him, but I did not discuss actually helping
13 him and his book. He had an interest in certain areas.

14 Q. Did you inform him that you had certain
15 documents which might be helpful to him for his book?

16 A. I believe so.

17 Q. Did you subsequently send those documents to
18 him?

19 A. I sent certain documents to him.

20 Q. What were those documents?

21 A. They were -- the ones that I recall
22 specifically were Hubbard naval records, VA records and
23 naval records.

24 Q. Do you remember any -- go ahead.

25 A. I have a vague recollection of sending him

1 the Breckenridge decision and possibly the opinion of the
2 Court of Appeal.

3 Q. Anything else that you sent him that you can
4 recall?

5 A. Not that I can recall right now.

6 Q. Where did you receive the naval records that
7 you sent to Mr. Voltz for his book?

8 A. They were part of my deposition in the
9 Corydon case and I had them from that time. That's the
10 source of them. Beyond that, I have something of an
11 understanding of the sequence of events.

12 Q. In your --

13 A. As far as source of them, they originally
14 came from --

15 Q. I think I understand your answer. You're
16 saying that the copies that you sent to Mr. Voltz derived
17 exclusively from exhibits to the Corydon deposition?

18 A. Right.

19 Q. Is it your testimony that you had no other
20 copies of naval records from any other source?

21 A. Although I may have naval records from some
22 other source, and I don't presently have a recollection of
23 such a set of any others, the ones that I sent to him all
24 came from that, from my deposition in Corydon.

25 Q. When you say may have some naval records from

July 4, 1993

Lawrence Wollersheim
121 High Street
Golden, CO 80403



Via Fax (303)652-2945

Re: FACT

Dear Lawrence:

Happy Independence Day!

Initially I see my day-to-day involvement with Fact (which for a certain time I imagine will be mainly BBS activities) as minimal. I say this for two reasons: 1. I cannot logistically nor logically remove myself at this time from Ford's law office or even add a few minutes of daily time outside the office; 2. when I do move on from the law office being my maintime daily duty in life it is my desire to pursue in a concentrated fashion some of my projects which only I can pursue.

We may never have talked about these projects, but they are dear to my heart and I think socially vital, timely and overdue. One of these projects, the Organization of United Renunciants, aligns, in fact, with FACT because it addresses and attempts to resolve the psychologically coercive use and destructive effect of money; and money certainly plays a big part in coercion in most of its forms. OUR Program will at some point bring me into direct conflict with those who would want the present economic system to continue (which it is generally agreed are those who control and benefit extravagantly from it); although being in direct conflict with such people is not new to either of us. I mention this in addition to the fact of OUR existence in case you did not want that potential degree of political confrontation that close to you.

I have felt for some time that I will be given wordly fame first of all for being given the formula for the Unified Field (I hope that this is as funny for you as for me). I think that the Scientology conflict will be put in perspective by the formula, which cannot be separated from the other aspects of my life with their own literary and societal significance. In the hard literature realm, as I mentioned a couple of weeks back, I have registered a treatment of my Scientology experiences for motion picture purposes. I will now forward with a synopsis of the later years to possible producers. This project, I think, will be where many of my hours in the next couple of years will go, and will bring me into direct conflict with the Scientology organization on its beachhead in Hollywood.

Not finally, because I have projects stacked up for several lifetimes, but excitedly at least, there's the Runners Against Trash. Since you've so kindly included me in your projects, I'd

Lawrence Wollersheim
7/4/93
Page 2. _____/

like to offer you the Golden Franchise. All the trash you can carry, your own RAT Bag, fab flexibility, and what a way to meet babes. By mid-1994 the RATs should have the US white-gloved and be ready to take on Africa.

Well, anyway, I have other causes calling out to me for my time.

Which brings us to a what may be a golden opportunity: Vaughn Young. If he is not an org operative (and I have no reason to believe he is, other than the fact that he would be the perfect person to be an org operative if he were one) he may be the perfect person to work with you on the BBS in all of its aspects and applications.

Vaughn and Stacy have been out since 1989. They were both in the GO in PR and then worked on PR, publications, etc. Vaughn took over from me as the LRH Archivist after I left in December 1981, and in fact testified against me at my trial in 1984. He's computer literate, a top researcher, excellent writer, and wants to make a statement in his line of work; which happens to be your line of work. He has set up a BBS already, has time, works fast and is looking for work to work fast at.

I think that with a very few safeguards it could be a tremendous opportunity for Vaughn and for you and FACT. One of the safeguards is a briefing secrecy agreement, another is an employment agreement, and another is the bottom-line power resting in FACT's directors.

And that brings us to my foreseeable involvement. I believe the idea and the plan are courageous, creative and worthy, and I am glad to be able to play a role in FACT, no matter what that role is. I see that role for now being strategy, planning and consultation. I do not see me being on a payroll or being paid for what I can do to help at this time. Therefore I don't see being a signatory on a bank account as necessary or worth the paperwork. It's already a fact that FACT will collect my signature on documents considerably more valuable than checks, and my guess is you'd not want a signatory so geographically disjointed. I will certainly, for now at least, sign any checks made payable to me, for practically any figure, and if you think it's sensible right now for me to sign checks made payable to other people, I'll listen to your argument. But my areas of possibly useful expertise - research, logic, intuition, wisdom - I will give whenever they're asked for.

Here are Vaughn's data:

P.O. Box 233

Lawrence Wollersheim
7/4/93
Page 3. /

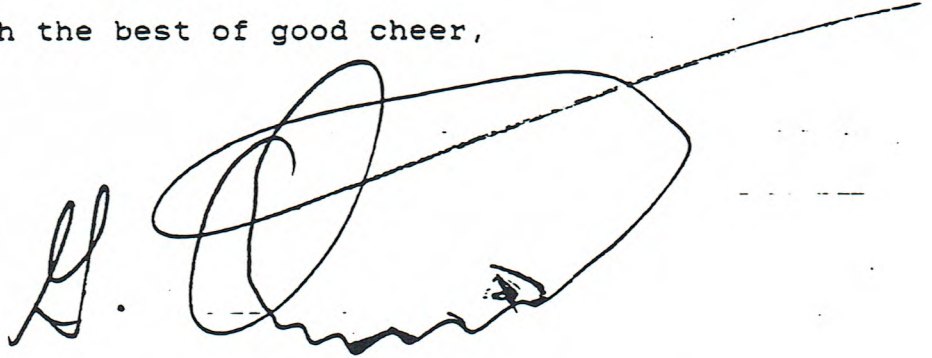
Corona Del Mar, CA 92625

713 Marguerite
Corona Del Mar, CA 92625

(714)640-7151
BBS (714)640-1391 (lv msg for "TBA")

Regarding the Articles, By-Laws, Minutes, etc. I want to talk to Ford and another person and I hope to complete the meetings and my preparation of what I can answer and what questions I have by 7/6/93, at which time I will call you and we can discuss where we're at and the next step. I understand you're waiting on my signature and further involvement, and I have the firm intention of giving you my signature and being further involved and supporting your project, FACT.

With the best of good cheer,

A large, stylized handwritten signature in black ink, appearing to be 'G. Armstrong', with a long horizontal line extending from the end of the signature.

Gerry Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

(415)456-8450

Hub Law (415)258-0360
FAX 456-5318

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--o0o--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
Not-For-Profit Religious
Corporation,

Plaintiff,

vs.

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California Corporation, Does 1-25,
inclusive,

Defendants.

Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 Talks.

2 Q. Oh, it's the Pittsburgh radio station?

3 A. Right.

4 Q. Okay, I guess I'm radio illiterate, too.

5 MR. GREENE: Word is also the name of a
6 software program that is related to computers.

7 MR. HERTZBERG: That must have been by
8 inadvertent osmosis, I assure you.

9 THE WITNESS: So that radio program is what
10 I was referring to.

11 MR. HERTZBERG: All right.

12 Q. Have you exhausted your recollection, then,
13 of any presentations, oral presentations, between March
14 and the present, March, 1993 and the present, on the
15 subject of your involvement with the Church of
16 Scientology?

17 A. Right.

18 Q. During the period between March, 1993 and
19 the present did you submit a manuscript which you had
20 titled "One Hell of a Story" to anybody?

21 A. Yes.

22 Q. To whom?

23 A. Well, although there -- there would be --
24 for privacy interests there would be some of them that I
25 wouldn't -- won't get into, I submitted it to the

1 copyright office, and I submitted it to the -- I think
2 it's Writer's Guild, and I submitted a copy of it to ETV.

3 Q. When did you submit it to the copyright
4 office?

5 A. It was probably July of 1993.

6 Q. And when did you submit it to ETV?

7 A. Within that same time period, maybe a few
8 weeks later, something in that time.

9 Q. To your knowledge has the manuscript "One
10 Hell of a Story" been published anywhere?

11 A. No.

12 Q. Does it recite your experiences in the
13 Church of Scientology?

14 A. Yes.

15 Q. Now, with respect to your refusal to
16 identify other persons I'm going to ask you the question
17 again, because we have to make a record.

18 Other than the submission to ETV, to the
19 copyright office and to the Writer's Guild, to whom did
20 you furnish a copy of your manuscript titled "One Hell of
21 a Story" between March, 1993 and the present?

22 MR. GREENE: I object based on privacy and
23 based on first amendment associational rights.

24 MR. HERTZBERG: All right, are you
25 instructing him not to answer?

I DECLARE

A Literary Work Created and Written
by
GERALD ARMSTRONG

000127

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All Rights Reserved

Contact:
The Gerald Armstrong Corporation
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
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I DECLARE

I, Gerald Armstrong, declare:

1. I am a defendant in the case of Church of Scientology International v. Gerald Armstrong, Michael Walton and The Gerald Armstrong Corporation, Marin Superior Court case no. 157680, filed July 23, 1993, hereinafter "Armstrong IV." I am making this declaration for all purposes, including the disposing of the Armstrong IV complaint, which, for literary purposes, is appended hereto as Exhibit A.

2. I am a defendant in the case of Church of Scientology International v. Gerald Armstrong and The Gerald Armstrong Corporation, Los Angeles Superior Court case no. BC 084642, hereinafter "Armstrong III," filed July 8, 1993. I am a defendant and cross-complainant in the case of Church of Scientology International v. Gerald Armstrong and The Gerald Armstrong Corporation, Los Angeles Superior Court, filed February 4, 1992, in Marin Superior Court as case no. 152229, and transferred March 20, 1992 to Los Angeles Superior Court and given case no. BC 052395, hereinafter "Armstrong II." I am the defendant and cross-complainant in the case of Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong, Los Angeles Superior Court case no. C 420153, hereinafter "Armstrong I," filed August 2, 1982.

3. I am a writer, artist and philosopher. I am the founder of and present majority shareholder in The Gerald Armstrong Corporation, hereinafter "TGAC," also named as a

defendant in Armstrong II, III and IV. I am the sole office support of attorney Ford Greene in San Anselmo, California. Mr. Greene represents me in Armstrong IV, and, along with attorney Paul Morantz of Pacific Palisades, California, in I, II and III.

4. I was involved inside the Scientology organization, hereinafter the "organization," from 1969 through 1981 and held many staff positions in the Sea Org, Scientology's elite quasiparamilitary core. I gained a knowledge of organization policies and operations, worked closely for periods with the its founder and leader L. Ron Hubbard, and during my last two years inside did the research for a biography to be written about the man. I have detailed my organization experiences in many declarations and have testified in organization litigation in depositions and at trials approximately 55 days in probably 15 lawsuits from 1982 through 1993.

5. On June 20, 1984, following a lengthy bench trial in Armstrong I, LA Superior Court Judge Paul G. Breckenridge, Jr. issued a memorandum of intended decision, a copy of which is appended hereto as Exhibit B. Finding in my favor, he wrote, inter alia:

"In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the [organization] whom it perceives as enemies. The organization clearly is schizophrenic and paranoid, and this bizarre combination seems to be a

reflection of its founder LRH. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile." (Ex. B, at p. 8, l. 18)

On July 20, 1984 Judge Breckenridge ordered that his intended decision be deemed his statement of decision, and on August 10, 1984 entered it as judgment. The organization appealed.

6. On July 29, 1991 the California Court of Appeal, Second District, Division 3 issued its opinion, a copy of which is appended hereto as Exhibit C, affirming the Breckenridge decision. The Court of Appeal stated, inter alia, that the organization's "suppressive person declares" had "subjected Armstrong to the 'Fair Game Doctrine' of the [organization] which permits a suppressive person to be 'tricked, sued or lied to or destroyed...[or] deprived of property or injured by any means by any Scientologist....'" (Ex. C, Church of Scientology v. Armstrong, 283 Cal. Rptr. 917, at p. 920)

7. The Armstrong I cross-complaint, which, on the organization's motion had been bifurcated from the underlying case before the 1984 trial, settled in December, 1986. Armstrong II and III are breach of contract actions for damages and enforcement of the conditions of the central document in the

settlement entitled "Mutual Release of All Claims and Settlement Agreement," hereinafter the "settlement agreement," which the organization has attached as an exhibit to its Armstrong IV complaint, and which is appended hereto as Exhibit D.

8. I am an expert in the identification of the organization's fraudulent nature, practices and statements, and "fair game," the organization's fundamental philosophy and practice of opportunistic hatred, and I have testified as an expert in these areas. Because of what I know and my willingness to communicate freely to anyone who wants to hear, I am fair game's target. I have been subjected to the organization's cynical and dangerous legal and extralegal operations from 1982 to the present. I have documented dozens of instances of fair game in action toward me in my earlier declarations and oral testimony. See, for example, paragraphs 6 through 9 and 19 and 20 of my declaration of March 16, 1992, a copy of which is appended hereto as Exhibit E, filed in Armstrong II in Marin County in opposition to Scientology's motion for a preliminary injunction. The Armstrong IV lawsuit is another instance of fair game. It is based on the perjurious statements of organization lawyer Andrew H. Wilson. It is meritless and malicious.

9. The central charges of the Armstrong IV complaint are that: (a) beginning in February, 1990, and continuing until the present I wilfully and repeatedly violated the settlement agreement; (b) fearing that the organization would seek to collect the damages, which it claims to be due pursuant to the

settlement agreement's liquidated damages clause, I conspired with Michael Walton to fraudulently convey to him in August 1990 my interest in the real property situated at 707 Fawn Drive in Sleepy Hollow, Marin County, California, for the purpose of rendering myself "judgment-proof;" (c) in 1988 I transferred my material assets to TGAC at the time I embarked on a campaign to harass the organization with the intention of preventing the organization from collecting money from me pursuant to the liquidated damages clause, and that TGAC exists solely to make me judgment-proof; (d) in August, 1990 I transferred to Michael Walton cash and stock in TGAC with the intent to defraud the organization in the collection of its damages; and (e) the organization should get \$4,800,000.00 for all this fraud.

10. I will deal first with certain specific averments in the complaint; then with certain material facts which the organization and its lawyer, Mr. Wilson, were aware of before filing the verified complaint, but which have been disregarded in favor of fakery; and finally I will provide additional material facts and documentation to fill in any gaps in the historical events and their context which underlie the complaint and support the conclusion, which to me is ineluctable, that it is frivolous, malicious and should be dismissed.

11. Mr. Wilson states:

"Armstrong, a former Church member who sought, by both litigation and covert means, to disrupt the activities of his former faith, displayed through the years an

intense and abiding hatred for the Church, and an eagerness to annoy and harass his former co-religionists by spreading enmity and hatred among members and former members." (p. 2, 1.4)

The organization, as it has been and is operated, is not a church. It is neither a house of worship of God, nor a sanctuary for His children. Moreover, in Hubbard's claims of scientific verifiability for his prohibitive psychotherapy he insisted specifically that Scientology's efficacy did not, unlike religion, depend on faith. My Scientology involvement since I left from inside in 1981 has been with the organization's power structure; that is, the few who control all personnel, communication and finance units and decisions, the organization's litigation machine, intelligence and propaganda bureaus, its private investigators, and all of those segments' dirty tricks. My message has been that the power structure's policies and actions to harass and destroy labelled enemies, its doctrine of opportunistic hatred, and its spreading of enmity are not religious, not effective, and have only brought the organization and Hubbard inevitable ignomy. My message is that the only religious act in the world is forgiveness, that Hubbard lied when he defined forgiveness as "condemnation," that he miscalculated madly when he attempted to program himself with the idea that all men were his slaves, and then acted as if they were, and that the organization could just as easily be engaged in the emancipation of its members as their enslavement. I do not urge enmity among

its members and former members even toward the policies and practices of defrauding and brutalizing the innocent, but do urge understanding and forgiveness. That I disrupt the power structure's activities - its rewriting of history, daily fraud, mockery of religion, use of the law to harass, assault on our justice system, abuse of the good, bullying of the weak, and intimidation of those who should be the weak's defenders - I admit. These antisocial activities will continue to be disrupted until the organization realizes that such activities simply don't work, and out of self-interest forsakes the litigation business, discontinues the war on the innocent, and either becomes religion or drops that immodest mantle. But the disruption flows only from the organization's own antisocial actions, which rebound on their manufacturer if any target stands up, doesn't duck and is willing to take a few hits. I have no intelligence bureau, propaganda apparatus, private investigators, litigation machine and no hundreds of millions to finance them. I have no fair game policy, and no underlings to implement it if I did have one. I have no lawyers willing to lie for a little lucre and no operatives to steal documents, frame judges, compromise jurors, trick, sue or destroy invented and then targeted "enemies." Scientology's power structure is a big, black pot desperately seeking kettles to tarnish.

12. Mr. Wilson states:

"[the organization] sought, with the Agreement, to end all of Armstrong's covert activities against it, along

with the litigation itself." (p. 2, l. 9)

I had no covert activities against the organization. It is the organization with its army of agents, private investigators and lawyer cutouts which carries on its periculous, albeit ridiculous, covert war. Hubbard patterned his espionage apparatus on the system developed by Hitler's spy master, Reinhard Gehlen, and the power structure has continued Hubbard's dark and secret methods to this day. The organization did not seek to end the litigation with me, and has not sought to end its use of litigation to achieve its global antisocial goals. It sought to silence me with threats and eliminate my ability to defend myself by contracting away from me my own attorneys, Michael Flynn of Boston, Massachusetts and Contos & Bunch of Woodland Hills, California, who had represented me throughout the Armstrong I litigation, so that it could keep its litigation machine running, continue to obstruct justice, use the law to harass, deny redress to its victims, and steamroll its opposition. Hubbard and his organization had ruthlessly and unremittingly attacked Mr. Flynn, my good friend and the prime mover for seven years in a national effort to bring Scientology to justice, suing him some fifteen times, filing false bar complaints against him, infiltrating his office, stealing documents, framing him with the forgery of a \$2,000,000 check, libeling him internationally, and, according to Mr. Flynn, attempting his assassination. The organization threatened his law practice, family and life, hurt his marriage, and finally

forced him, in his desperation to end the attack and threats, to sign a contract with the organization to not help me should the organization attack me after the contract's signing. Even its own settlement agreement (Ex. D) belies the organization's claim that it sought to end the Armstrong I litigation. Paragraph 4B allows the organization, following the December, 1986 settlement, to maintain the appeal from the Breckenridge decision, while requiring me to obstruct justice by not opposing any future appeals. Coupled with the likewise illegal contracts requiring my attorneys to not represent me in any such future appeals or in any action by the organization to enforce the settlement agreement, the agreement's intended effect was to remove any opposition to the organization's litigation juggernaut. My attorneys' signing of the non-representation contracts is understandable and wholly excusable when the threat of the organization's attacks on them is understood.

13. Mr. Wilson states:

"the Agreement contained carefully negotiated and agreed-upon confidentiality provisions and provisions prohibiting Armstrong from fomenting litigation against [the organization] by third parties." (Ex. A. p. 2, 1.

12)

This is the big black pot feigning blindness by its layers of autogenous soot. The organization is very likely the most litigious entity this world has ever known. I have consistently done whatever I could to unfoment its litigation; in fact I have

adjoined it to get out of the litigation business completely, and to seek solutions to its problems through peaceful means and open and honest communication. So far it refuses to communicate with its targets, hides behind corrupt lawyers, and rejects openness and honesty in favor of luciferian litigiousity. Fomenting litigation is one of the organization's principal weapons in its war against its victims, its critics, the justice system and the world. The declaration of U.S. District Court Judge James M. Ideman dated June 17, 1993, a true copy of which is appended hereto as Exhibit F, shows one respected jurist's insight into the organization's abuse of the legal process and its fomentation of litigation:

"[the organization's] noncompliance [with the Court's orders] has consisted of evasions, misrepresentations, broken promises and lies, but ultimately with refusal. As part of this scheme to not comply, the [organization has] undertaken a massive campaign of filing every conceivable motion (and some inconceivable) [Judge Ideman's parents in original] to disguise the true issue in these pretrial proceedings. Apparently viewing litigation as war, [the organization] by this tactic [has] had the effect of massively increasing the costs to the other parties, and, for a while, to the Court. The appointment of the Special Master 4 years ago has considerably relieved the burden to this Court. The scope of [the organization's] efforts have to be seen

to be believed..... Yet it is almost all puffery -- motions without merit or substance." (Ex. F, p. 2, para 4, 5; filed June 21, 1993 in Religious Technology Center, Petitioner v. U.S. District Court, Respondent, David Mayo, Real Party in Interest, No. 93-70281 in the 9th Circuit Court of Appeals)

14. Mr. Wilson states:

"In or about February, 1990, Armstrong began to take a series of actions which directly violated provisions of the Agreement." (Ex. A., p. 2, l. 20)

In the fall of 1989, at the time I received a series of threats from organization lawyer Lawrence E. Heller, and after enduring without response almost three years of post-settlement fair game, I came to the conclusion that by allowing myself to be intimidated by the threats I would be abetting the organization's obstruction of justice, and that I had an inalienable right, and arguably even a duty, regardless of whatever the settlement agreement said, to not obstruct justice. My first action, and my only action, in February, 1990, was to petition the California Court of Appeal, Second District, Division Three for permission to respond in the appeal, No. B 025920, from the 1984 Breckenridge decision, which the organization had been able to maintain during all the intervening years. At the same time I petitioned Division Four of the Second District for permission to respond in another appeal, No. B 038975, that the organization had taken from a 1988 Los Angeles Superior Court order granting

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the motion of contra-organization litigant Bent Corydon to unseal the Armstrong I court file , which had been sealed since the December, 1986 settlement. The organization opposed both petitions, Division Three granted the petition to respond in the appeal from Breckenridge, and I filed a reply in Division Four to the opposition in the unsealing appeal, supported by a declaration dated March 15, 1990, in which I detailed many of the organization's post settlement threats and attacks and stated my position regarding the unenforceability of several conditions of the settlement agreement. The March 15, 1990 declaration, along with the exhibits thereto, except for the Breckenridge decision (Ex. B to this declaration), is appended hereto as Exhibit G.

Since my documents were filed openly in the appeals and served on all opposing counsel, the organization is fully aware of what I did in 1990, and that I had the Court of Appeal's permission to do it. Mr. Wilson's allegation that I began in February, 1990 to directly violate the settlement agreement contradicts an earlier allegation the organization and Mr. Wilson made in the Armstrong II pleadings. In the amended complaint filed June 4, 1992, a copy of which is appended hereto as Exhibit H, the organization states:

"As soon as he finished spending the money he extracted from [the organization] as the price of his signature, in June, 1991, Armstrong began a systematic campaign to foment litigation against [the organization] by providing confidential information, copies of the

Agreement, declarations, and "paralegal" assistance to litigants actively engaged in litigation against his former adversaries." (Ex. H, p. 2, l. 27).

The June, 1991 date would not work well in the organization's Armstrong IV fraudulent conveyance figment, so the February, 1990 starting date for my "violations" was fabricated. Similarly the allegation would not work that as soon as I had finished spending the settlement money I began whatever I did that the organization calls in its various documents a "systematic campaign." I could have spent the money; I could have fraudulently conveyed my assets; I couldn't have done both. I did neither. Nor did I begin a campaign, systematic or not, to foment litigation against any of the organization's entities.

15. Mr. Wilson states:

"Fearing that [the organization] would seek to collect the liquidated damages owed by his breaches, Armstrong, fraudulently conveyed all of his property, including real property located in Marin County, cash, and personal property to defendants Michael Walton, the Gerald Armstrong Corporation, and Does 1-100, receiving no consideration in return." (Ex. A. p. 2, l. 22)

I have never feared the organization collecting damages of any kind against me, nor even its seeking to collect damages. I do have an undeniable concern that before it comes to its senses or saner minds prevail in the organization the power structure will have me assassinated or do something else diabolical and

dangerous, and this has produced in me an awareness of threat and is a fact of my present psychological condition. These people are quite capable of violent and criminal acts, they are armed, and their head private investigator, Eugene M. Ingram, a former LAPD vice sergeant, who is reputed to have been busted from the force for pandering and taking payoffs from drug dealers, in 1984 threatened to put a bullet between my eyes, and in November, 1993 spread the rumor in broad daylight that I have AIDS. But I have never feared that the organization can win in court or ever be awarded damages against me. I do not believe any court in this country will order me to obstruct justice, not defend myself, nor even not profit monetarily from, much less communicate about, on-going, open-court lawsuits in which I have been sued for millions of dollars. The organization operates in pretended blindness to the way rational people view its litigiousness, its abuse of process, its greed and its suppression of its members' decent natures. My conveyance of 707 Fawn Drive to Michael Walton, my forgiving of debts owed to me, and my giving away of cash, personal effects and TGAC stock were not motivated by fear of the organization perhaps suing me and conceivably, although not beyond improbably, being awarded monetary damages in any such lawsuit. To the contrary, I believe that should any of the Armstrong II, III or IV cases go to trial I will be awarded attorney's fees, costs and damages, and that either the organization will agree to rescind the settlement agreement's unfair and unenforceable clauses or our courts will rule them

illegal. I had believed throughout 1990 and 1991 that it was entirely likely that the organization would never sue me, even after attorney Heller's threats of litigation, since it had to know that it could never win in an uncompromised court, and that any lawsuit it might bring against me would only bring it further disgrace. I gave away my assets after a great deal of contemplation, which included acceptance of the fact that thereafter if I stood up against injustice I would have to stand up to the organization, and for that matter any organization, individual, army or nation, essentially penniless. My amended answer to the Armstrong II amended complaint, a copy of which is appended hereto as Exhibit I, filed and served on Mr. Wilson October 8, 1992, states:

"Armstrong denies that he ever extracted money from the ORG. Armstrong denies that in June, 1991 he had finished spending his money. In August 1990 Armstrong had given away all his assets for reasons unrelated to the ORG, except that he evaluated that because the ORG committed so much harm with its billions of dollars there was no reason not to give his money away, and that it was better to combat the ORG's tyranny without money than not to combat it with wheelbarrow loads of it. Armstrong denies that in June, 1991 he began any campaign, provided any confidential information to anyone, copies of any agreement, declarations, and paralegal assistance to any litigants." (Ex. I. p. 3,

para. 3, l. 23)

I believe that in exchange for my willingness to renounce what were my worldly assets in August, 1990, I have received consideration far beyond what I imagined at the time. I could not and did not attempt to predict in August, 1990 what would happen in the years that have followed. I proceeded with the faith that our Creator was the Source of the idea of renunciation and that I could trust Him to guide me and care for all my needs. The subsequent years have shown me that my willingness flowed from His grace and that my trust was exceedingly well placed.

16. Mr. Wilson states:

"Armstrong caused his own personal assets to be transferred to [TGAC] without adequate consideration in order to evade payment of his legal obligations, and defendant Armstrong has completely controlled, dominated, managed and operated [TGAC] since its incorporation for his own personal benefit." (Ex. A. p. 4, l. 15)

"Armstrong transferred his material assets to [TGAC] in 1988, at the time of his embarkation on the campaign of harassment..., and with the intention of preventing [the organization] from obtaining monetary relief from Armstrong pursuant to the liquidated damages clause. Hence [TGAC] exists solely so that Armstrong may be "judgment proof." (Ex. A., p. 5, l. 3)

Again to make irrefutable facts fit his fraudulent conveyance

fiction, Mr. Wilson has, frankly, fudged. I incorporated TGAC in 1987 and activated it at the beginning of 1988. At that time I also transferred to the corporation all my drawings and other artwork, writings, rights thereto, office equipment and supplies, and I provided startup capital. In exchange I received one hundred percent of TGAC's stock. Mr. Wilson's conclusion that one hundred percent ownership of the corporation which owned my products, rights to their commercial exploitation, plus office materiel was not adequate consideration for those products, rights and materiel, is dissemblingly dense. His allegation that I embarked in 1988 on a campaign of harassment is duplicitously daft. Yet this is utterly unsurprising standard Scientological operating procedure. Very simply, the organization requires its members and its lawyers to lie; and should they ever decide to stop lying, its members and lawyers become fair game. The only thing I did in 1988 regarding the organization was to remain silent in the face of its continuing post-settlement threats and attacks. Mr. Wilson's assertion that TGAC exists solely to make me judgment proof, if it were not being made by an officer of the court under the paw of the pestiferous power structure of this contumelious cult for its pernicious purposes of revenge, fair game, black propaganda, attack on my friends, waste of everyone's time, and my psychological and economic destruction, would just be faintly funniferous flapdoodle.

17. Mr. Wilson states:

"The consideration paid to Armstrong was fair,

reasonable and adequate." (Ex. A., p. 7, l. 1)

I agree that the consideration was reasonable. The organization paid me as recompense for its fraud and abuse over the more than twelve years I devoted to L. Ron Hubbard and for the five years of fair game harassment after I left. It settled with me out of court in December, 1986 rather than face the trial of my Armstrong I cross-complaint, then set for March, 1987. It again defrauded me at the time of the settlement because it represented, through my attorney Michael Flynn, that it was discontinuing fair game and getting out of the litigation business. It did not pay me, nor did it even offer to pay me, to be fair game's willing victim and a tool the rest of my life in its abuse of our justice system and suppression of our brothers.

18. Mr. Wilson is aware of the truth behind his untruthful statements in the Armstrong IV complaint, but has chosen, in order to forward his client's malicious intentions, to ignore that truth. He is aware, as shown in paragraph 14 above, since he is an attorney of record in the case, that in the Armstrong II complaint the organization has claimed that in June, 1991 I began what it calls "a systematic campaign to foment litigation." Mr. Wilson, as shown in paragraph 15 above, is also aware that I stated in my answer in Armstrong II that I had given away my assets in August, 1990, for reasons unrelated to the organization. These reasons are in truth irrelevant to any of the organization's claims in any of the Armstrong cases, but incredibly have been made relevant by Mr. Wilson due to his

dishonest insistence, in order to justify his further harassment of me with the filing of Armstrong IV, that my renunciation was the product of some conspiracy to defraud the organization that pays him to attack me.

19. In my deposition in Armstrong II taken on July 22, 1992 by Mr. Wilson, pages 266 through 270 from the transcript of which are appended hereto as Exhibit J, the following exchanges occurred:

(For clarity I have integrated into the quoted sections the corrections I made in the deposition transcripts in my review of my testimony pursuant to the California Code of Civil Procedure)

"Q. (Mr. Wilson) How about this, why don't you just tell me, tell me the business of the Gerald Armstrong Corporation is.

A. (Me) The Gerald Armstrong Corporation possesses a number of Gerald Armstrong's artistic and literary works, possesses rights to a number of his inventions and rights to certain formulas, and is in the business of bringing peace and exploiting its assets for commercial and peaceful purposes.

Q. Okay. What does it do to exploit its assets for commercial purposes? Make anything, sell anything?

A. It sells things and it makes things.

Q. What does it make.

A. It makes sculptures, cards, works of art, literary

works, campaigns.

Q. What campaigns does it make?

A. It is a contributor and possessor of certain rights within the group known as the Runners Against Trash and the same within the organization known as the Organization of United Renunciants.

Q. What is the Organization of United Renunciants?

A. It is an organization dedicated to the preservation of the world through peaceful means.

Q. What have the people in the organization renounced, if anything?

A. The people in the organization renounce money.

Q. Does that mean they give away their money?

A. They can if they want.

Q. Did you give away the money that the Church paid you in settlement?

A. Well, I'm, that's not a very well worded question, because I gave away all my assets including my money.

Q. When?

A. When? August 1990.

Q. Who did you give it to?

A. A number of people.

Q. Can you tell me who they are?

A. No.

Q. Did you give any of it to Michael Walton?

A. Yes.

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Q. Why did you give it away?

A. Because I considered that I was guided to do so.

Q. By whom?

A. The Source of all that is.

Q. Who is that?

A. God.

Q. Now when God guided you to give away all your assets, did [H]e guide you to give them to particular people or did you make that decision?

A. I believe that I was guided each step of the way.

Q. Okay. When you say you gave it away, I take it you didn't receive anything in return in terms of monetary compensation?

A. Right.

Q. Can you tell me why you decided to give some of it to Michael Walton?

A. Because it was logical.

Q. Why?

A. And because I was so guided.

Q. Can you tell me what about it was logical?

A. I guess initially it's logical because he was a friend of mine in close proximity to me, and I believed that he had a need at that time." (Ex. J. p. 266, l. 12 - p. 269, l. 3)

20. In my deposition in Armstrong II taken on October 8, 1992 by Scientologist lawyer Laurie J. Bartilson, Mr. Wilson's

"Q. Did you transfer that large body of work to The Gerald Armstrong Corporation in August of 1990?

A. No. The Gerald Armstrong Corporation already owned those things.

Q. So was it The Gerald Armstrong Corporation transferring it away or the right to it away?

A. The Gerald Armstrong Corporation owned a number of things. I gave away the corporation. The corporation possessed a number of assets.

Q. So at the beginning -- at the end of the transaction the corporation still owned the assets, but different people owned The Gerald Armstrong Corporation?

A. Correct.

Q. You are still a part-owner President of The Gerald Armstrong Corporation, are you not?

A. I am now.

Q. But you were not in August of 1990?

A. Correct.

Q. You have since reacquired it?

A. Correct.

Q. How much of the stock do you presently own in The Gerald Armstrong Corporation?

A. Eighty." (Ex. L, p. 556, l. 14 - p. 557, l. 11)

22. In the deposition of Michael Walton in Armstrong II taken on February 23, 1993 by Mr. Wilson, pages 39 through 42 from the transcript of which are appended hereto as Exhibit M,

the following exchanges occurred:

"Q. (Mr. Wilson) And he's never transferred any property to you?

A. (Mr. Walton) Yes, he has.

Q. What has he transferred to you?

A. He transferred his interest in Fawn Drive to me.

Q. And what consideration did you pay him for that?

A. None.

Q. It was a gift?

A. Yes.

Q. And when did that occur?

A. I think it was around the time of the Desert Storm. I don't -- I really don't -- I'm not quite sure. I can tell you it was -- it was approximately a year before the -- No, I can't tell you that either. I'm really not sure.

Q. Do you know why he transferred it to you?

A. I know what he told me.

Q. What did he tell you?

A. I'm trying to remember it. Let me think about it and see if I can remember under what circumstances. I don't believe this has any relation to any representation. [G]erry told me that he'd had a vision from God.

Q. That's it?

A. That's the reason. That's when he divested of all

the property that I know of." (Ex. M. p. 39, 1. 9 - p. 40, 1. 13)

23. On four days from the fall of 1991 through the spring of 1992 organization Scientologist attorney Kendrick Moxon, of Bowles and Moxon, attorneys of record in Armstrong I, II, III and IV took my deposition in Religious Technology Center, Church of Scientology International and Church of Scientology of California v. Joseph A. Yanny, Los Angeles Superior Court case no. BC 033035, known in the Scientology litigation arena as Yanny II. This case involved the organization's claim that Mr. Yanny, formerly one of its lawyers, was representing me in litigation against the organization. The claim was spurious, invented as a way to attack Mr. Yanny and me, and the case was dismissed by the Court before trial. The organization appealed and on January 11, 1994 the California Court of Appeal, Second Appellate District, Division Three affirmed the judgment of dismissal (B068261). During my deposition of March 17, 1992, pages 449 through 462 from the transcript of which are appended hereto as Exhibit N, the following exchanges occurred:

"Q. (Mr. Moxon) Did Yanny ever give you any money? Has he ever given you any money.

....

A. (Me) Mr. Yanny has bought some meals for me, Mr. Yanny has paid for parking. He has not given me any money other than that.

THE REFEREE (Honorable Thomas T. Johnson): And you

stayed in his house?

A. Right

Q. Didn't he pay for you to come down to Los Angeles?

A. What that became was Mr. Yanny's purchase of stock in the Gerald Armstrong Corporation.

Q. Who owns the Gerald Armstrong Corporation?

....

A. The Gerald Armstrong Corporation is owned by stockholders, and I decline to divulge who all the stockholders are.

....

THE REFEREE: The testimony is that there is a corporation. I take it there have been questions in the past about the purpose of the corporation. There is testimony that there are shareholders. More than one shareholder I take it?

A. Yes, your Honor.

THE REFEREE: And that Mr. Yanny is a shareholder. Is Mr. Yanny a majority shareholder.

A. No.

THE REFEREE: Without saying who the shareholders are, how many shareholders are there?

A. I believe 12.

THE REFEREE: Are you a shareholder?

A. No, I'm not.

THE REFEREE: I'll sustain the objections to any further

questions on this shareholdings. Is the corporation registered with the state of California?

A. Yes, your Honor.

THE REFEREE: How old is the corporation?

A. 1987.

THE REFEREE: Let's go on to something else.

....

Q. How much money did Yanny give you for stock in the Gerald Armstrong Corporation?

....

A. \$1,000.

Q. When did he give it to you?

A. My recollection is July and August or September, 1991.

....

Q. How many shares did that give Mr. Yanny?

A. One.

Q. One share?

A. One.

Q. Do the shares have any specific value?

A. \$1,000.

Q. Did anybody else give you \$1,000 to but a share?

A. Yes.

....

THE REFEREE: What's the purpose of the inquiry?

MR. MOXON: The purpose is that I believe, and I would

like to explore, whether or not money has been acquired by Mr. Armstrong through some improper means through a sham corporation that was established for the purpose of paying him off for his work in relation to the situation we're involved in, and potentially for his testimony.

....

THE REFEREE: Let me suggest another question. You can certainly ask him whether a share of stock was issued for the payments.

Q. Was a share of stock issued to Mr. Yanny?

A. It has his name on it. It has not been delivered to him yet.

Q. Why not?

I have not finished the artwork.

Q. Are you drawing the share?

A. No, the share is a printed share. Each share which I issue has artwork on it. And I have not had the opportunity and I have not ... been in a place to perform that artwork.

....

Q. How many shares of stock does this corporation possess?

A. One hundred.

Q. What does Yanny get in exchange for his share of stock.

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A. One percent ownership in the corporation.

....

THE REFEREE: What the purpose of the corporation?

Somebody went to the state and got permission to have a corporation. What's the purpose of the corporation?

A. The corporation provides philosophic services. The corporation owns all my literary and artistic works.

It is my expectation that the corporation will become profitable and [] those people who have had the courage or wisdom to invest in the corporation, as a result of the profitability of the corporation, wealthy."

24. The idea of giving away my house, TGAC stock and other assets, and forgiving all debts owed me, came to me in August, 1990. This idea, which I consider Divinely inspired, came, I believe, in answer to my prayer during that period requesting guidance concerning humanity's condition, and specifically the then developing Middle East crisis following Iraq's August 2, 1990 invasion of Kuwait. I was moved by media reports of the invasion, the global tension, and the daily events of Desert Shield, and I sought to know what, if anything, God wanted me to do. The idea of renunciation of worldly wealth, although coming at that time as a surprise, and unclear as to the details for its accomplishment, was not altogether illogical because I had long recognized that money, greed and power motivated much of the madness that made human beings war against each other.

25. Renunciation first entered my consciousness when I was quite young, probably less than ten years old, during a period I attended Sunday School or Sunday services at the Anglican Church in Chilliwack, British Columbia, Canada where I was born and raised. An essential message of the Christian Gospel which I learned during that period of my life is the storing up of treasure, not in the world where it can be stolen, lost or destroyed, but in Heaven where it is kept safe eternally. My earliest recollection of a specific teaching on the subject, and one which has stayed with me throughout my life, is the story of the rich young man, reported in Matthew, Mark and Luke. The King James Bible, Chapter 19 of the Gospel According to St. Matthew, a copy of which is appended hereto as Exhibit O, contains the following passage:

"And, behold, one came and said unto [Jesus], Good Master, what good thing shall I do, that I may have eternal life?

And he said unto him, Why callest thou me good? there is none good but one, that is, God: but if thou wilt enter into life, keep the commandments.

He saith unto him, Which? Jesus said, Thou shalt do no murder, Thou shalt not commit adultery, Thou shalt not steal, Thou shalt not bear false witness,

Honour thy father and thy mother: and, Thou shalt love thy neighbour as thyself.

The young man saith unto him, All these things

have I kept from my youth up: what lack I yet?

Jesus said unto him, If thou wilt be perfect, go and sell that thou hast, and give to the poor, and thou shalt have treasure in heaven: and come and follow me.

But when the young man heard that saying, he went away sorrowful: for he had great possessions.

Then said Jesus unto his disciples, Verily I say unto you, That a rich man shall hardly enter into the kingdom of heaven.

And again I say unto you, It is easier for a camel to go through the eye of a needle, than for a rich man to enter into the kingdom of God.

When his disciples heard it they were exceedingly amazed, saying, Who then can be saved?'

But Jesus beheld them, and said, unto them, With men this is impossible; but with God all things are possible.

Then answered Peter and said unto him, Behold, we have forsaken all, and followed thee; what shall we have therefore?

And Jesus said unto them, Verily I say unto you, That ye which have followed me, in the regeneration when the Son of man shall sit in the throne of his glory, ye also shall sit upon twelve thrones, judging the twelve tribes of Israel.

And every one that hath forsaken houses, or

brethren, or sisters, or father, or mother, or wife, or children, or lands, for my name's sake shall receive an hundredfold, and shall inherit everlasting life.

But many that are first shall be last; and the last shall be first." Ex. O, Matthew, 19, 16 - 30.

It was not until some time in 1983, more than a year after leaving the organization that I began to understand the wisdom of these words, and only in August, 1990 that I was led to follow them.

26. During my years inside the Scientology organization I was subjected to L. Ron Hubbard's very different philosophy and practices concerning treasure, value and his brand of ethics. In the few times he mentions God in his writings, Hubbard attempted to mock Him, and he ridiculed the thought of Heaven. In his "upper level" secret directives Hubbard wrote that Christ is an implant, a Scientology term meaning a fixed idea electronically installed by force and pain to control and suppress its human victim. In exchange for money paid for his pricey psychotherapy Hubbard promised the worldly treasures of increased IQ, better communication skills, power, physical health, and the ability to make even more money. Unable to deliver on these secular promises, however, Hubbard and his organization, in response to the thousands of people who have been defrauded and requested refunds pursuant to his "money-back guarantees," have employed an army of lawyers to con our courts with the idea that these representations are "religious" and the ill-gotten and often

extorted payments are "donations." Hubbard stated as his organization's financial "Governing Policy," MAKE MONEY.... MAKE MONEY. MAKE MORE MONEY. MAKE OTHER PEOPLE PRODUCE SO AS TO MAKE MONEY. The United States Tax Court thought this policy so noteworthy it quoted it in its official reports in Church of Scientology of California v. Commissioner of Internal Revenue, 83 TC 381 (1984) at 422. Hubbard and his organization justified their uncharitable policies and nature with a concept he called "rewarding downstats," which meant that the unable, infirm and poor should not be helped because helping such persons only rewarded them for being unable, infirm or poor. A related Hubbardian "truth" which permeated the organization was that people "pull in" the bad things which happen to them; that is, they bring upon themselves, or deserve, their difficulties or tragedies. This concept is used not only to excuse Hubbard and his organization's disregard for human suffering in all its forms, but to extol the suffering they have heaped on their "enemies." The attack on, for example, writer Paulette Cooper to ruin the woman (the organization's intelligence bureau under Hubbard's direction, in a scheme called "Operation Freakout," which had as its stated purpose to either get her imprisoned or driven insane, obtained through trickery her fingerprints on sheets of paper which were then used to send "anonymous" bomb threats to political figures) was right, "pro-survival" and "ethical," because Ms. Cooper pulled it in. While this idea supports the Scientological group psyche in its organization, and

in the entity it presents as plaintiff and defendant in our courts, its policy, philosophy and psychology do not allow the application of the same idea to L. Ron Hubbard or to the power structure that replaced him after his death in January, 1986. It is forbidden inside the organization even to think a critical thought about Hubbard or Scientology, and grounds to be declared "fair game" to expound either the idea that perhaps he may have done something to pull in some of the names he's been called; e.g., bigamist, bully, charlatan, cheat, liar, megalomaniac, swindler, wife beater; or that just maybe some of the persons the organization attacks do not deserve it. This double and twisted standard that Hubbard implanted in the Scientological mind keeps the organization's employees and customers ignorant of wisdom and blind to the madness of their actions, words and appearance. But reasonable and rational non-Scientists are not blind to these things, as shown herein in the Breckenridge decision (Ex. B) and the Ideman declaration (Ex. F). Hubbard was shrewd enough to understand that even to the brainwashed a persona of "egoism, greed [and] avarice" (Ex. B, p.9, 1.2) would trigger rejection; thus in public and in the legal arena he applauded his generosity and flatly denied the suggestion of inurement. In a public relations piece that went to every Scientist in the world, and to any non-Scientologist who wanted one and many who didn't, he wrote that for all his work in saving mankind he was paid less than an average organization staff member. I was an average staff member during this assertion's international dissemination

and I was paid between \$4.30 and \$17.20 per week. Hubbard paid himself untold millions. He had complete control of the organization and all organization bank accounts, and concocted amazing schemes for international money laundering; all while having his organization's personnel swear in civil litigation, criminal cases and official investigations that he had resigned as Scientology's director in 1966 and from that date had played no part in the organization's management. In keeping with his secret affirmations that "all men are my slaves," and "I have the right to use men's minds as I please," by which he programmed himself in the early days of his "development" of Dianetics and Scientology, he kept his workers impoverished while he ripped off millions illegally from the "charitable" corporations in which they labored. The new power structure has embarked on a glossy PR campaign in which it laments that all Scientology services aren't free and that it needs to charge what it does to "help create a safe and pleasant environment for everyone." A more accurate statement of the organization's fiscal philosophy is the article in the May 6, 1991 Time magazine, on the cover of which over an erupting octopodous monstrosity is blazoned "Scientology - Cult of Greed." I know personally a great number people who have been victimized, abused and ripped off and discarded for no other reason than to satisfy the power structure's avariciousness. It is my knowledge of this cult of greed and the threat its leaders think I am to their shaky house of fraud that has brought them and their attorneys to attack me

so relentlessly. I acknowledge that it is possible to view the giving away of my possessions in 1990 as a reaction to the years of inculcation with Hubbardian greed and meanspiritedness; but I do not see it that way. Hubbard and his organization were never able to destroy in me my God-given nature. Even inside the organization, in circumstances which made charity, compassion and understanding dangerous activities, Hubbard and his enforcers were never able to achieve total suppression. They were not successful with me, and I believe it will be ultimately shown that they will not have been successful with anyone; nor is suppression of anyone by any regime, state or entity entirely successful. It is our God-given nature that brought every person into Scientology and the Sea Org, and willing to live, work, fight for a cause, and endure terrible abuse, without thought of profit, bank accounts, investments or retiring. In his abuse of that divine nature Hubbard proclaimed it a "high crime" to even discuss retiring with one's fellow Scientologist workers. My analysis is that the use of our highest nature by an individual or organization for purposes not in our best interest; that is to say, suppression, is not merely not religion, it is irreligion; and as irreligion it should be stood up to and seen for what it is. My position in the litigation is that by justice, law, this country's constitution, and God's Will, I am free to communicate that analysis in all the ways it can be said and by any means and media there are to say it.

27. I have considered myself a professional artist and

writer since 1984. In the fall of that year organization operatives broke into the trunk of my car and stole a book manuscript with original art I then valued at \$50,000.00. I demanded my things returned to me but the organization denied possessing them. I have recently been advised by former organization executive Vicki Aznaran that during a time when she was involved organizationally with its present leader David Miscavige in operations against "enemies," he acknowledged the organization's theft of my manuscript and scoffed at my work's literature. Also in the fall of 1984 the "Armstrong Operation," in which the organization had used one of its covert agents, Los Angeles spy story writer Dan Sherman, to get close to me to set me up in a number of situations, culminated in my being videotaped in conversations with two other organization agents, David Kluge and Mike Rinder. At the end of 1984 I split up with my wife Jocelyn, who had escaped with me from the organization in December, 1981, and in early 1985 I travelled to Portland, Oregon for the trial of Julie Christofferson v. Scientology, Multnomah County, Oregon Circuit Court, Case No. A7704-05814. During my cross-examination at the trial in April, 1985, the Armstrong Operation videotapes and the fact that Sherman, Kluge and Rinder, who had been presenting themselves as my friends, afraid for their lives, and seeking my help to reform the organization's criminal nature, were actually covert operatives intent on destroying me, were "introduced" by organization lawyer, Earle Cooley,. In September, 1985 I moved to Boston and worked at the

Flynn, Joyce & Sheridan law firm until the December, 1986 settlement. The organization continued to run operations against me during this period, I continued to write and draw, allowed God to work on my mind and heart, and in 1986 founded a church.

28. In January, 1987 I moved to Oakland, California, and then purchased a home in the Berkeley-Oakland hills where I lived until 1989 when I purchased a new home in the same hills. During this period I wrote and drew and followed what I prayed was guidance. I set up and worked out of an office, on the urging of Michael Walton incorporated TGAC, started running and helped whomever I could. Although I knew the organization still viewed me as an enemy and had attacked me in various ways after the settlement I did not become substantially reinvolved with it in the legal arena until the fall of 1989, and spent virtually no time until then on organization-related matters. I became an accredited Teacher of God during this period, and also was given my first glimpse of the resolution of the economic problems facing the world. This glimpse, which I wrote into an essay entitled "A Crash Course in Speculation," a copy of which is appended hereto as Exhibit P, was a step toward my renunciation, which itself is, I believe, an incident of planetary salvation. My reinvovement with Scientology is described in my declaration of March 15, 1990 (Ex. G hereto), my declaration of December 25, 1990, a copy of which is appended hereto as Exhibit Q, and in the boxes of documents filed in the four Armstrong cases. I filed the December 25, 1990 declaration as an appendix to a response

brief in the appeal (B 038975) of the order unsealing the Armstrong I court file for Bent Corydon.

29. I first met attorney Michael Walton in about April 1982, shortly after we both began working at the law firm of Feldsott, Lee and Van Gemert in Newport Beach, California. We became friends and stayed friends when I left southern California, moved to Portland, Boston and the Berkeley-Oakland hills. We spent many hours together through those years and talked for many hours about many things, including my art, writings, inventions and philosophic ideas, and we considered doing various projects together involving these products or ideas. Mr. Walton was familiar with my Scientology history and litigation, the organization had taken his deposition in Armstrong I, claiming it was needed because he was for some matters my administrative senior in the Feldsott firm, and he attended several days of my trial in 1984. He has represented me in literary and legal matters and I have consulted with him on a number of occasions since that time. Before becoming a lawyer he taught English in university, he is a writer, and for a period of time before the December, 1986 settlement, considered writing a book himself about Hubbard.

30. One of the things I did with the money I was given in settlement of Armstrong I was to form a partnership with Fairfax architects Rushton-Chartak and San Anselmo builders Grizzly Hill Construction to purchase a rare piece of property at 707 Fawn Drive in the unincorporated land of Marin County and build

thereon a spec house, hereinafter "Fawn." I provided the initial capital, the work was done and the house completed toward the end of 1989. At the same time an unusual phenomenon in the California half-million-or-so dollar house market occurred; it dried up and crashed. For me all of a sudden it made economic sense to buy Fawn myself. When that idea arose, the idea of hooking up with Mr. Walton and doing some of our often-discussed projects together also arose, and fairly naturally, because he had been thinking about leaving the south and Fawn was a reasonably big house which could sensibly contain his law office, my business, our respective companions and his one-year old son. We arrived at an arrangement which worked for both of us, I sold my East Bay house, and the five of us moved into Fawn in May, 1990. I made the down payment for the Fawn purchase and put enough cash into a joint checking account to cover a year's mortgage and utilities payments. Although to a Scientologist, the organization's lawyers or other similarly hard-nosed business persons it can certainly be argued that I put more than my share of capital into Mr. Walton's and my venture, in which it would also be mainly my creations or ideas which would be commercially developed, and that there is therefore something wrong, suspicious or even fraudulent in so doing, to me these actions rather reflect rightness and probity. I was dedicated to my work being God's and to doing some creative projects with Mr. Walton, I had generally had a something different from ungenerous nature, and I knew, as expressed in my 1989 essay "A Crash Course in

Speculation," that money has no value. I don't deny that renunciation has significantly altered my numismatic largess.

31. Within a month or so of the move into Fawn, Mr. Walton's friend Jody and their son Dylan moved out, we got our offices functioning and spent a lot of time getting the house and yard functioning. I ran, and with my helpmeet Lorien Phippeny developed into demonstrated workability a program to have the world's runners clean the planet of its street litter. I joined a running club and bought a mountain bike. Before the move to Marin County Mr. Walton had already agreed to represent me in the organization's appeal (B 025920) from the Breckenridge decision, permission to respond in which I had already obtained from the Court of Appeal in February, 1990, and we filed a Respondent's Brief on July 9, 1990.

32. Also in February, 1990 I received an invitation from the IRS to discuss my 1987 tax return. The discussion did occur, the IRS issued an Information Document Request, and I responded on April 24 with a book which I have given the working title Auditing Gerald Armstrong. A copy of the manuscript along with its supporting documents, except for those which are already exhibits to this declaration, is appended hereto as Exhibit R. This complete book was produced by me on March 10, 1993 in attorney Wilson's office pursuant to the organization's request for production in Armstrong II. Mr. Wilson and the organization were therefore aware of the following facts from the Auditing GA manuscript before they filed the Armstrong IV complaint:

A. That I had written "A Crash Course in Speculation;"

B. That in July, 1987 I had offered to the captors then holding several hostages in Lebanon my interest in my house, and for that matter my life, without monetary consideration, and for reasons unrelated to the organization;

C. That in the summer, 1989 edition of Common Ground I had offered my psychotherapeutic sessions at no cost;

D. That Nancy Rodes had declared under penalty of perjury on November 28, 1989 that she knew me to be a religious figure and had been my hagiographer since 1984; and,

E. That TGAC has never existed solely so that I may be "judgment proof."

33. Even though I was aware of Jesus's admonition to his disciples to not be troubled by wars and rumors of wars (Mark 13, 7; Luke 21,9), I was undeniably affected by the media images of Desert Shield as it built into Desert Storm and the international diplomatic drama that accompanied the military operations. I had already been moved, I felt, to enter the political and sociological landscapes, as, I believe, is shown by the letter to the captors, "Crash Course" and their recipients lists. I had also considered and argued in these other political matters - the hostages, the economy - that something could be done about them, and that what I thought could be done was, at least on paper, a better idea. It was not out of the ordinary or out of character, therefore, for me to consider that I could do something about Desert Shield, Desert Storm or the whole blessed Middle East. It

was at that time that the idea came to me to give away my worldly possessions and to give myself to the cause of peace. After some thought, I transferred my interest in Fawn to Mr. Walton, divided my one hundred percent ownership of TGAC equally between my friends Nancy Rodes, Michael Douglas, Lorien and Mr. Walton, and forgave all debts owed to me. I knew by this time that our Source is also the source of everything, including money, and that He would provide for me all that I would need to carry out His work. I also was fully aware that I was engaged with the organization on the legal battlefield, and, although I was confident of the outcome, I had no idea what would happen on the road toward that day. I recognized that the organization's ruling clique was motivated by the same forces of money, greed and power that made men war against each other and that my renunciation was spiritually directed at bringing peace for the organization no less than the rest of the world. And, as I stated above, I accepted the fact that should my legal battle with the organization continue I would more likely than conceivably litigate indeed in forma pauperis. I communicated my decisions to everyone directly affected by them, took care of the paperwork needed to make the decisions legally effective, and tied up various loose ends. It became clear to me that the renunciation had left me unattached and free to travel wherever I was called should I be. I gave my car to Lorien, but she returned it, and we took a trip together during September through the western states and British Columbia to develop a sociological

concept that had come to me. When we returned to California Lorien moved to Santa Cruz and I, not then being called to go elsewhere, stayed at Fawn where I worked on some house and grounds projects, continued to maintain TGAC's office, and kept picking up trash. I also came up with what I thought was a good plan for resolving the Middle East crisis and I communicated this plan to various media and certain leaders or envoys I thought were in positions to do something about it. In my letter to Saddam Hussein of November 1, 1990 I offered, as I had with the Lebanese captors in 1987, to exchange myself for the hostages then being held in Iraq; but I did not sweeten the deal with my interest in a house, as I done in the earlier offer, because I had already conveyed it to Mr. Walton. Copies of this letter, my November 7, 1990 letter and list of addressees to which they went, my December 10, 1990 and January 10, 1991 letters are appended hereto as Exhibit S.

34. On December 28, 1990 I filed a response brief and appendix (Ex. Q hereto) in the B 038975 appeal (see paras. 14 and 28 above). On December 31, Mr. Walton married Solina Behbehani, and she and her teenage son Sephy moved into Fawn. Oral argument in the two appeals, B 025920 and B 038975 was heard on February 20, 1991. At some point during the months following my renunciation it became clear to me that I would go in the world wherever my help was asked for, and, as much as was sensibly safe, courteous and wise, provide my help without monetary remuneration. Initially only Mr. Walton asked for my help so I

had no reason to leave Fawn. Then Nancy Rodes asked me to help her complete and clean a house she had built in the Oakland hills, which I did through the spring of 1991. This worked well because she was broke and I worked for free. I returned to Fawn for a couple of weeks to complete a painting project I'd started earlier, then travelled to British Columbia for my parents' fiftieth wedding anniversary. While in B.C. I received a call from Malcolm Nothling in Johannesburg, South Africa who asked for my help in a lawsuit he had brought against the organization which was then set for trial in August. He said he had not been able to find anyone else in the world willing to testify about the organization's policies and practices. Having already put the organization on notice in February, 1990 that I considered the restrictions of the settlement agreement unenforceable, and after listening to Mr. Nothling's story, and because he asked, I agreed to help him. I told him, however, that I wanted first to see if his situation could be resolved peacefully without the waste and hatred which seem to be the hallmarks of the organization's legal confrontations. A copy of my effort, a letter to attorney Eric Lieberman, who represented the organization in the Armstrong I appeal and in many of its appellate matters, is appended hereto as Exhibit T. Mr. Lieberman sent me a letter rejecting my peace proposal, I flew to Johannesburg and helped Mr. Nothling, but did not testify because the organization was able to obtain a postponement of the trial.

35. Soon after my arrival back from Canada and just before

leaving for Johannesburg I got a call from attorney Joseph Yanny, who'd become a good friend over the previous year or more, and who had come into the case of Richard and Vicki Aznaran v. Scientology, US District Court for the Central District of California case no. CV-88-1786-JMI, after the Aznarans were tricked by the organization into firing their lawyer of more than two years, Ford Greene. The organization had immediately filed a mountain of summary judgment and other motions. Mr. Yanny said he needed my help. I travelled to Los Angeles in the few days I had before I was scheduled to fly to South Africa, on July 16 wrote a declaration, a copy of which is appended hereto as Exhibit U, concerning the effect of the 1986 "global settlement" on litigants against the organization and in the legal community, and generally helped out in the moral support department. Mr. Yanny is a member of my church and we have talked many times over the past few years on matters of the soul.

36. As I was leaving for South Africa I learned from Mr. Yanny that the organization had sued him for allegedly inducing me to breach the settlement agreement. In response to that charge, between planes in New York I wrote a declaration dated July 19, 1991, a copy of which is appended hereto as Exhibit V, in which I stated my philosophy regarding my calling to help.

"But more than a desire to protect myself or right the organization's unjust acts towards me, however, I helped Mr. Yanny for the simple reason that he asked.

I will do the same for anyone....It is not only the

right of all men to respond to requests for help, it is our essence. If I was induced, therefore, to help Mr. Yanny, or anyone else, it was our Creator Who induced me."

The organization's lawsuit against Mr. Yanny actually claimed that he was representing me in Scientology-related litigation, which was, the organization also claimed, since he had for a period of time represented it in various matters, a breach of his continuing duty to it. Although I had consulted Mr. Yanny regarding some of my literary and artistic products and ideas, he had never represented me in any litigation and I had never consulted him about my organization legal battle. The organization's allegation that he represented me had no basis in fact and the complaint was dismissed.

37. While I was in South Africa the California Court of Appeal on July 29, 1991 affirmed the Breckenridge decision, and I learned that Judge Ideman in the US District Court had reinstated Ford Greene as counsel for the Aznarans. When I arrived back in the US I returned to Fawn and a day or so later dropped by Mr. Greene's office, which, as Heaven would have it, is maybe two and a half miles away in uptown San Anselmo. It became instantly clear that Mr. Greene, in a very tangible way, as much as anyone else in the world, really did need my help. He faced the Everest of motions, which the organization had filed when the Aznarans were lawyerless, with no time, no staff, no sleep, little organization, hopelessly in debt, hounded by creditors, his own

car held by a creditor garage. Again I achieved near perfect economic symbiosis: he had no money and I worked for free. To render it a truly irrefusable deal, I had wheels. I knew my way around a law office, had something of a history of document assembly, could run a photocopier, stapler and hole punch, answer a phone, and had an adequate command of the Canadian language. I was blessed with an understanding of the cultic manufacturers of the paper mountains that threatened to crush Mr. Greene, his office, and the Aznarans along with them. And I recognized that Mr. Greene, in spite of whatever had brought him to the point of desperation where he truly needed my kind of help, had a really good mind and heart, a unique talent, was, as I had begun to see we are, guided, and with great luck and hard work might survive. So I've been working with him, as his sole office support, since August 15, 1991. We have both survived, worked hard, taken a few hits, and Mr. Greene can now afford to pay me something and does. When things were really lean some other good friends have loaned me money, TGAC sold a couple of shares to still others, and always money has arrived, as God would have it, in His unmistakably mysterious ways. Mr. Greene has successfully defended me in the four cases the organization maintains against me and has helped me as I have helped him.

38. Immediately upon my return from South Africa I received a copy of a lawsuit the organization had filed August 12, 1991 against seventeen named United States agents, Church of Scientology International v. Xanthos, et al., US District Court

for the Central District of California, No. CV-91-4301 SVW(Tx). Included in the complaint, a copy of which is appended hereto as Exhibit W, was the allegation that:

"The infiltration of the Church was planned as an undercover operation by the LA CID (Criminal Investigation Division of the IRS) along with former Church member Gerald Armstrong, who planned to seed church files with forged documents which the IRS could seize in a raid. The CID actually planned to assist Armstrong in taking over the Church of Scientology hierarchy which would then turn over all Church documents to the IRS for their investigation." (Ex. W. P. 14, l. 3)

Although I had seen this organization attack line in many forms and venues since 1985, this 1991 charge signaled to me that the organization was not about to peacefully end its legal and psychological war in which I was one of its most hated enemies. In recognition of that fact as well as logistical reasons I moved out of Fawn and into Mr. Greene's law office at the same time as I started working with him. Mr. Walton and I had already picked up organization surveillance at Fawn, his stepson Sephy was very troubled by the threat he perceived, everyone in the house felt threatened to some degree by the organization, and I did not want to bring any danger to this family, who were my dear friends and completely uninvolved with my Scientology conflict.

39. When I began working with Mr. Greene I almost

immediately picked up surveillance, and very shortly thereafter the organization began to attack with declarations and motions filed in the Aznaran case, accusing me of violating various court orders, illegal activities and acting as Mr. Yanny's covert agent in Mr. Greene's office. In response to this paper onslaught, on September 3, 1991 I wrote a declaration, a copy of which is appended hereto as Exhibit X, which was filed by Mr. Greene in Aznaran.

40. On October 3, 1991 the organization filed a motion in Armstrong I to enforce the settlement agreement, I opposed, and on December 23 at a hearing where I was represented by attorney Toby Plevin, Los Angeles Superior Court Judge Bruce R. Geernaert denied the motion. Judge Geernaert was familiar with the case, having inherited it after Judge Breckenridge's retirement and having unsealed the file on Bent Corydon's motion. On February 4, 1992 the organization filed Armstrong II in Marin County and on March 20 it was transferred to Los Angeles Superior Court. The organization brought a motion to enjoin me from violating the settlement and on May 28, 1992 Judge Ronald M. Sohigian entered a partial injunction, a copy of which is appended hereto as Exhibit Y, prohibiting me from assisting litigant claimants against the organization, but refusing to prohibit me from doing anything else the organization might consider settlement agreement violations. I filed an appeal from the Sohigian injunction, Scientology v. Armstrong, No. B 069450 in the California Court of Appeal, Second Appellate District, Division Four. At this date

the appeal has been fully briefed and is awaiting the scheduling of oral argument.

41. In October, 1992, stirred by the imminent national election, I came up with a plan for inspiring the peaceful transformation of the nation's, and the world's, economic system through the Organization of United Renunciants, hereinafter "OUR," which I had conceived of and founded some time earlier. I wrote a series of short essays on the plan and the thought underlying it and sent a pack of these materials to several political and media persons. A copy of OUR basic pack, including the list of its initial recipients, is appended hereto as Exhibit Z. In one of the essays entitled "OUR Deadline" I wrote:

"George Bush's deadly deadline to Saddam Hussein gave me the idea of issuing OUR deadline. The fact that it was OUR deadline resulted in the Organization of United Renunciants. Organizing renunciants made sense because I had, in August 1990, as a result of understanding the Persian Gulf crisis, and accepting the idea of renunciation as guidance, given away all my money, real estate, paper holdings and personal effects and forgiven all debts owed me."

42. On November 11, 1992 the Marin Independent Journal published an article entitled "Is money the root of problems? Critic of cash, credit urges monetary abolition," a copy of which is appended hereto as Exhibit AA, dealing in manifestly good humor with my economic idea and OUR plan for its implementation.

IJ reporter Richard Polito writes:

"Fellow renunciants will renounce all cash and credit, stop taking money, forgive all their debts and stop keeping financial records.

The critic of credit has already put his money where his doubts are. He gave it all away. And it was more than pocket change.

Armstrong won an \$800,000 settlement in a harassment suit against the Church of Scientology six years ago." (Ex. AA)

43. Because the Nothling case was then set to go to trial in February, 1993, on December 22, 1992 I again wrote to the organization to see if a communication from me could initiate a peace process. A copy of my letter, addressed to David Miscavige, the person who in every sense can order anything within the organization or its corporate, financial or legal affairs anywhere in the world and enforce compliance with all such orders, is attached hereto as Exhibit BB. I sent copies of the letter to an extensive list of people I thought should be apprised of its content. Having been accused by the organization so stridently for more than a year of "fomenting litigation" against it, I made a special point and, I think, an honest effort, in this letter, and in my other communications, to unfoment its litigation. I include in the letter a statement of an aspect of my belief, which, I believe, is central to understanding the organization's conflict with me.

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"I believe that everyone will become a person of good will, that everyone already is, has been and will forever be, that there is progress and perfection, hope and reason, that to know who we are we must accept the truth of our relationship to our Creator, that all about us that we made is illusion, that we have reason to be grateful that is so, that our Creator, God, our Father Loves us in the same Love by which He created us and holds us always safe and always loved in that Love, that we, His children, are one and One with Him, that the means by which He is remembered, and hence our relationship, and hence who we are, and hence what we know, is forgiveness, that forgiveness is the recognizing of illusion for what it is, that creation is our nature, and that everything is all there is."

(Ex. BB, p. 10)

The organization appears in its statements and efforts to view me as competition in what it claims as its niche, which it calls "applied religious philosophy," in what it apparently perceives as the salvation market. Appended hereto as Exhibit CC, for example is a copy of an organization directive in which I am labelled a "squirrel," a hate word the organization uses for people it considers its competition. Hence it seeks to destroy my reputation and resorts to outrageous legal shenanigans to have me judicially silenced. In truth, although some of what I say or do could be construed as applied religious philosophy, I have

never used this description. I do not compete with Scientology for anything, and certainly not for its paying customers. I promote the philosophy that salvation is free, and the organization promotes a philosophy that says that the only workable means of salvation costs a certain, and generally escalating, quantity of money, or, for its employees, a certain number of years of labor, and that the organization possesses and owns said only workable means and the only workable delivery system. My philosophy is owned by everyone, and the living God is its Source, as He is of everything. Scientology proclaims that its deceased leader L. Ron Hubbard is salvation's source. I neither sell nor use the organization's philosophy and my delivery system is different in every way from the organization's. If people want to pay for salvation and take something not indistinguishable from a significant amount of time getting saved they can go to Scientology. Those who want immediate salvation without any sacrifice or cost whatsoever can come to me. The organization does not even accept as customers anyone who believes that salvation is available right now without sacrifice, so I am in no way a competitor. The organization banks on the idea that there people who want to pay money for salvation, so it promotes to that paying public. I bank on the idea that we're already saved, so for Heaven's sake don't spend good money on it. Since I am not looking for anyone who wants to pay for salvation, and do not even consider that if someone feels he wants to pay for it I have something to sell him, I truly am

not in competition with the organization. There are, admittedly, probably more people who want salvation to be free than there are who want to pay for it, but that is just the way Providence has dealt out preferences for freedom versus cost. Also admittedly, in a strictly business sense my philosophy has another undeniable advantage because in this world everyone can afford the salvation I offer; whereas those who can afford Scientology's road to salvation, without even taking into account the desire to devote the time the organization says is required, are considerably fewer in number. But the organization enjoys certain advantages as well because of its administrative structure and technology; for example, its policy prohibiting its customers from mixing practices. Once people become Scientology's customers the organization will not permit any to come to me to be saved and continue on its salvation program, what it calls the "bridge to total freedom." In fact the persons I had saved would not even be allowed to continue to hang out with their Scientologist friends, and those Scientologists would be prohibited from hanging out with their former friends once I've saved them. Those kinds of prohibition wouldn't work well in my delivery system, so anyone I save is at liberty to jump ship and take up Scientology's cross, and still, as far as I and my philosophy are concerned, hang out with me or anyone else in the world. This does not put a great strain on me, it's true, because in my system, as stated above, salvation doesn't take time, nor does it have to be repeated. There is, of course, the matter of the

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other people the organization also rejects and refuses to save even if they could afford the program; for example, drug users, the mentally ill, convicted felons, present criminals, shock victims, critics, people declared suppressive persons and people connected to people declared suppressive persons. Thus there may be some crossovers, but it is silly of the organization to complain because I save those souls it rejects. By its Suppressive Person Declares in 1982 (see, Ex. C, p. 920), the settlement agreement in 1986 (Ex. D), and its lawsuits to enforce the agreement up to present time, the organization has sought to prevent me from having access to its means of salvation and delivery system. The settlement agreement required that I

"never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization." (Ex.D at p. 10)

If persons are rejected by Scientology because they had a criminal conviction, took LSD, testified truthfully in organization litigation, are crazy, or were, as I had been, declared a suppressive person, and such persons still want salvation, they can come to me. I save everyone and believe there is nothing anyone can do to prevent his being saved. I simply do it for free, whereas the organization charges its customers to do it to them. Clearly, Scientology has its public

and its market and I have mine. I do not advertise to those who want to pay for salvation so there is no way I can possibly threaten the organization's customer pool. In fact I don't advertise even to those who want salvation at no cost, but simply trust that God will lead to me, without charge, those people I am to save. If Scientology moved into my field and started saving people without cost of any kind, it would conceivably have a reason to view me as competition and consequently would have an excuse to ruin my reputation and have me judicially restrained from practicing my profession. I think that if the organization really were to move into my technological field, however, it would see that it's wide open and there are more than plenty of customers who don't want to pay for salvation, can't, or both, to go around. I tried the organization's philosophy for a meaningful number of years, and because I am intellectually sound, observant, trained in wisdom, and willing to talk and testify about my observations and can form reasoned opinions thereon, I am, in the litigation world, an expert therein. It goes without saying that when lots of people are willing to talk about their organizational observations I will cease to be considered an expert. But even until that day dawns, although I am an expert in what the organization sells as its means to salvation, I am not in competition with it. There is no reason for it to feel threatened by my beliefs or my salvatory methodology, and no reason for it to vilify me or work so assiduously to get some court to silence me. I follow the system

perfected by Jesus Christ which is not even in competition with nothing or no one.

44. On December 31, 1992 the organization filed an ex parte application in Armstrong II for an order to have me held in contempt of court. The application and the supporting declaration of attorney Bartilson, along with the exhibits thereto, except those which are already exhibits to this declaration, are appended hereto as Exhibit DD. Exhibit G to the Bartilson declaration is my December 22 letter to David Miscavige (Exhibit BB hereto), and exhibit R is a copy of the November 11 Marin Independent Journal article (Exhibit AA hereto). Ms. Bartilson also attaches to her declaration a few excerpts from my depositions, correspondence from Ford Greene regarding three of his clients, Tillie Good, Denise Cantin, D.O. and Ed Roberts, all of whom had claims against the organization for refunds of money extorted from them, the transcript of a video interview I did in November, 1992, and two proofs of service I signed in the Aznaran case. Ms. Bartilson charges that these things add up to six violations of the Sohigian injunction and that for each of said violations I should be fined and jailed. In her application, citing to the Independent Journal article, Ms. Bartilson argues:

"The Court should exercise all of its available powers to impress upon Armstrong that its orders mean what they say and will be enforced, despite the intransigence of an enjoined party. Indeed, incarceration is an unusually viable vehicle for

impressing upon Armstrong the import of his obligations, inasmuch as Armstrong has publicly disavowed money as a meaningful commodity." (Ex. BB, Memorandum p. 13)

Although in Armstrong II the organization used my renunciation to support its effort to have me jailed, in Armstrong IV the organization omits any mention of renunciation, claiming instead that my giving away of my assets were fraudulent conveyances to render me judgment proof, and that in fact I still owned and controlled those assets, and was presumably rolling, albeit quietly, in dough. The organization is in error in both of its scenarios. My conveyances were not fraudulent, and because I may have disavowed money is no reason I should be incarcerated.

45. Appended hereto as Exhibit EE is a copy of my declaration dated February 2, 1993 and the exhibits thereto which I wrote in response to Ms. Bartilson's December 31, 1992 declaration and application for the order to show cause re contempt (Ex. DD hereto). Exhibit F to my declaration and described therein at page 24 is a page from the organization's November 1992 edition of its publication "Membership News," which it uses to attack the Cult Awareness Network, hereinafter CAN, an organization which educates the public about destructive cults including Scientology and provides support to families broken apart or hurt by such destructive cults. Although the article is only a common, Scientologically standard, fair game, bald-faced, Black PR smear of CAN and me, it again shows the organization's

recognition of my monetary philosophy and renunciation.

"Armstrong has some odd financial ideas. He is the self-proclaimed founder of the "Organization of United Renunciants." In November 1992, the Marin Independent Journal attempted to explain Armstrong's philosophy of life in an article "Is money the root of all problems?" (Ex. F to Ex. EE hereto)

My February 2 declaration was not filed in Armstrong II because it was felt the organization's effort to have me held in contempt could be defeated without my testimony. I did file a declaration, a copy of which is appended hereto as Exhibit FF, executed on February 11, 1993 by former organization covert operative Garry Scarff. Mr. Scarff had been involved in operations against Mr. Greene and me with the organization's head private investigator, Eugene Ingram, identified in paragraph 15 above.

46. On March 5, 1993 at a hearing on the organization's contempt attempt, a copy of the transcript of which is appended hereto as Exhibit GG, Los Angeles Superior Court Judge Diane Wayne refused to rule because the appeal from the Sohigian injunction was still pending. She did, however, make a couple of comments about the injunction's enforceability which, if nothing else, ought to have been taken to heart by the organization.

"THE COURT: It seems to me ridiculous to hold this hearing prior to a determination whether or not this is a valid order. I mean, I have serious questions about

the validity of the order.... (Ex. GG, p. 2)

I'll tell you, when I first looked at this order, I thought the order was clear until I then read part of the transcript. Then it became unclear to me. And I think that is in front of the appellate court, whether or not this is an order capable of being followed, because Judge Sohigian's comments that at least confused me a little bit." (Ex. GG, p. 6)

47. On March 22, 1993 LA Superior Court Judge David A. Horowitz, who presides over Armstrong II for all purposes except the enforcement of the Sohigian injunction, granted my motion to stay all proceedings pending a decision in the appeal of the injunction. In his order, a copy of which is appended hereto as Exhibit HH, he stated:

"The central issue of this case is the legality and validity of the [1986 settlement] Agreement. The Court of Appeal could certainly reach that issue in its determination of the validity of the injunction. If it does, that ruling could be determinative of many of the issues of this case. It makes no sense to proceed with this matter until the Court of Appeal makes its ruling." (Ex. GG)

48. On March 18, 1993 I made an agreement with Bob Carlson, the producer of a talk show, "Lifeline," on a Christian religion radio station, KFAX, in Fremont, California, to be a guest on the show on April 28. When I arrived at the station on that date,

the host Craig Roberts handed me a fax letter received a few minutes earlier from Ms. Bartilson, a copy of which is appended hereto as Exhibit GG. In the letter, which is addressed to me, Ms. Bartilson threatens more litigation if I did the show.

"Should you appear on this radio show in violation of the Agreement, the Church of Scientology International will pursue all remedies within the judicial system to obtain damages form the violation and/or to enjoin any future violations of a similar nature."

Mr. Roberts said that because the letter also threatened the station with litigation should I go on the show, and because although the station had called its attorney it had not spoken to him, I would not be on the show. I responded to Ms. Bartilson on May 3 with a letter, a copy of which is appended hereto as Exhibit HH.

49. On June 4 I executed a declaration, a copy of which, along with the exhibits thereto except for the Breckenridge decision, is appended hereto as Exhibit II, in support of a special motion to strike the complaint in the case of Church of Scientology of California v. Larry Wollersheim, LA Superior Court No. BC 074815, hereinafter "Wollersheim II." In 1986 Lawrence Wollersheim had won a thirty million dollar judgment in the case of Wollersheim v. Scientology, LASC No. C 332027, hereinafter "Wollersheim I." The organization had appealed and the Court of Appeal, while castigating Scientology's fair game doctrine and coercive use of its psychotherapy techniques, reduced the award

to two and a half million (Wollersheim v. Scientology (1989) 212 Cal. App. 3rd 872; 260 Cal. Rptr. 331.) The organization had taken the judgment up to the US Supreme Court, back again to the California Court of Appeal, and on a trip or two to the California Supreme Court. Then on February 16 1993, shortly after the Wollersheim I trial judge Ronald Swearinger died, the organization filed Wollersheim II, seeking to have the original judgment set aside by alleging that Judge Swearinger had been biased against the organization in the 1986 trial. My June 4 declaration focuses on my observations and knowledge of the organization's litigation practices, which had clear relevance to what it was trying to do in Wollersheim II.

"Scientology regularly attempts to bludgeon the opposition into submission with a blizzard of meritless paper, motions, depositions, appeals, writs, Bar complaints, criminal complaints, perjured testimony, and other improper and abusive tactics.

I am also aware that Scientology uses an attack strategy against judges who rule against it, which includes claims of bias and prejudice and frequently personal attacks. For instance in [Armstrong I], Scientology twice tried unsuccessfully to disqualify Judge Breckenridge from the case because of his alleged bias, and levied personal attacks on him, accusing him publicly of Nazi affiliation. Similarly in Aznaran ... Scientology unsuccessfully attempted to recuse Judge

James Ideman because of alleged bias." (Ex. II, p. 5)

50. On July 26, 1993, attorney Bartilson filed another application in Armstrong II with Judge Diane Wayne seeking to have me held in contempt for providing the declaration to Mr. Wollersheim. The application and Ms. Bartilson's charging declaration are appended hereto as Exhibit JJ. Ms. Bartilson supports the application with the same shoddy argument she used in her December 31, 1992 application, that when I state in my June 24, 1992 deposition that I have no intention of honoring the settlement agreement I am talking about the Sohigian injunction. (Ex. JJ, Memorandum p. 2; Ex. BB, Memorandum p. 3, l. 3; Ex. BB, Bartilson Declaration, p. 2, l. 26; See also Ex. CC, p. 1, para. 3) She concludes that:

"Gerald Armstrong should be ordered to show cause why he should not be held in criminal contempt of this Court for his June 4, 1993 declaration, with punishment in the form of a fine not to exceed \$1,000.00 and/or jail time not to exceed five days as this Court sees fit."

51. Appended hereto as Exhibit KK is a copy of my memorandum filed September 7 in opposition to Ms. Bartilson's order to show cause re contempt. Mr. Greene argues in the opposition that:

"It is clearly discernible that, whatever infirmities intrinsic to the injunction there are, Armstrong is prohibited from "voluntarily assisting" persons with

claims "against" Scientology. In other words, Armstrong is prohibited from assisting private litigant plaintiffs in litigation in which Scientology is a party." (Ex. KK, p.4, l. 3.)

"For the purpose of the instant application, the only salient point is that in Wollersheim II, Scientology sued Wollersheim. Therefore, any assistance provided by Armstrong to Wollersheim in Wollersheim II is outside the scope of the Sohigian injunction." (Ex. KK, p. 5, l. 8)

52. Apparently undeterred by Mr. Greene's illumination of the facts, on September 10 Ms. Bartilson filed a response, a copy of which is appended hereto as Exhibit LL, defending her effort to have me found in criminal contempt with the assertion that because Mr. Wollersheim had been a claimant in Wollersheim I I was prohibited by the Sohigian injunction from assisting him in Wollersheim II where he is a defendant. She bolsters her argument with the amazing pronouncement that the 1993 action, Church of Scientology of California v. Larry Wollersheim, "is not litigation levelled "against" Larry Wollersheim." (Ex. LL, p. 3, l. 12).

53. In support of her response to my opposition, Ms. Bartilson filed a letter dated August 15, 1993, a copy of which is appended hereto as Exhibit MM, that I wrote to attorney Wilson in an effort to mitigate damages and initiate a peace process in the Armstrong IV case. Ms. Bartilson quotes in her response a

funny few sentences from the letter, my riposte to Mr. Wilson's stab, itself not altogether unhilarious, in Armstrong IV that "[b]eginning in February, 1990, and continuing unabated until the present, Armstrong has breached the Agreement..." (Ex. A, p.7, para. 22) Ms. Bartilson interprets my humor and letter as something radically different from the way I see them.

"This contemptuous response to the 1986 settlement agreement (pursuant to which he happily accepted more than \$518,000.00) and this Court's orders are precisely why Armstrong has been ordered to show cause herein. CSI seeks this Court's help in demonstrating to Armstrong that he will, indeed, be held accountable for his wrongful actions, and that they must cease." (Ex. LL, p. 5, l. 13)

Actually my letter contains no mention of the Sohigian injunction or any other of "this Court's orders." It does, however, contain another effort to unfoment the organization's litigations.

"So again, I extend to you and to your client the invitation to meet with me honestly and openly for the purpose of communication towards the resolution of our conflicts." (Ex. MM, p. 5)

Mr. Wilson has not answered my letter, and, as it has done with me for almost twelve years, the organization refuses to communicate, other than through its barbarous attorneys' judicial barrages or its covert agents' duplicitous prattle.

54. At a hearing on September 14 Judge Wayne, because the

Court of Appeal had still not ruled in the appeal from the Sohigian injunction, again refused to entertain the organization's application to have me held in criminal contempt, and reset the hearing on the two orders to show cause for December 6. This hearing has now been continued again to April 6, 1994.

55. TGAC, defendant in Armstrong II, III and IV, possesses, cares for and commercially develops my products and is in the business of peace. Appended hereto as Exhibit NN are pages from Pacific Bell's Marin yellow pages for 1992 and 1993, wherein TGAC is listed in the category "peace organizations." TGAC also provides philosophic services in a number of other areas of human endeavor and understanding, such as law, religion, health and economics. It is a unique company with unique, both banal and beneficent products. It has not yet become financially profitable, but I believe that is merely a matter of time, and I am not unhappy that TGAC's buildup toward profitability has taken the form, route and time that it has. It has also become apparent to me that the litigation in my life may very well require resolution before TGAC is free to tackle the problems and projects for which it was created. But no matter what conspiracy theories the organization and its lawyers fabricate, TGAC was not created to have anything to do with it, its litigation or its philosophy. TGAC's founder, owner, president, manager, senior baker and vice president for questions and loopholes, just happened to be a person with a long,

intense history with the organization, which has its own long, intense history. No matter what kind of business I had gotten into I would have brought with me the same history; which is now, six years and three more Scientology lawsuits later, even longer and no less intense. No matter what kind of business, or enterprise, profession, career or club, I had gotten into the organization would have carried out the same set of post-settlement fair game sillinesses to keep me involved with its litigation and its leaders. I happen to have been given certain talents, knowledge and identity by my Creator. I am a writer, thinker and artist, and thus my words, art and ideas exist, and some of them TGAC happens to own and possess, and, God willing, will develop commercially.

56. When I activated TGAC at the beginning of 1988 I transferred to the corporation all my writings, artwork, files and office equipment and supplies that I had previously owned in my sole proprietorship. At that time I owned all TGAC stock, TGAC owned all my archive materials, and I had an arrangement with TGAC whereby my products and acquisitions of an artistic or literary nature passed to the corporation as I produced or acquired them. Because the organization had continued to attack me following the December, 1986 settlement, because I am connected to many people with an interest in the resolution of the organization's war on justice and innocence in our society, and because I have been placed in a position to do something to bring about that resolution, a certain quantity of my literary

acquisitions have been organization-related materials. In the fall of 1989, after the series of threats from organization attorney Heller, I made a determined effort to acquire whatever organization-related materials I could, sensing that they would be needed in the attacks I also sensed were coming. In August, 1990, at the time of my renunciation, I split TGAC's stock into four shares and gave them away with the rest of my assets as described in paragraph 33 above. I had the hope and belief, which I still retain, that TGAC would be a commercial success, and that the four owners, all close friends of mine, would benefit monetarily and have a lot of fun with the corporation. I continued as TGAC's president, continued to produce, and TGAC continued to care for its growing archive. From the organization's actions and statements in the Yanny II litigation, wherein it had taken my deposition on several days in late 1991 and early 1992, and its actions and statements in the Armstrong II litigation, where it had served a subpoena duces tecum on the corporation, it became clear that the organization was going to try to get its itching mitts on TGAC's archive, invade its privacy and attack it as a way of attacking me. On June 22, 1992, at a special meeting of TGAC's directors, it was therefore decided, in order to remove any reason for the organization to attack the corporation, to transfer to me, Gerald Armstrong individual, everything in TGAC's archive which related to the organization or my litigation, and this transfer was effectuated the same day. I still sensed that the organization was not going

to be dissuaded from its kamikaze course, and I still wanted to protect TGAC's owners, whose only crimes were being my friends and accepting my gift of stock certificates. I knew as well by this time that the organization's leaders are paranoid, schizophrenic, proudly describe themselves as "ruthless," and would destroy any innocent person if it served their purpose in attacking me. On June 23, therefore, I met with each of the four who each decided at that time to give back to me his or her shares. In that way these people would not become targets in the organization's mad litigation war, and I would have the freedom, as TGAC's major stockholder and president, to fight the war on behalf of the corporation as I was called. Two of the four, Michael Douglas and Nancy Rodes, had signed settlement agreements similar to mine with the organization in December, 1986, so were particularly vulnerable and worried in the organization's attempt to make TGAC its litigation enemy. In August, 1990 each of the four had received one share. In early, 1991 by agreement between the shareholders, the four shares were split into one hundred, and each shareholder had given 5 shares to the corporation to sell to finance its operations. Thus on June, 23, 1992, I received back eighty percent ownership of TGAC (see also para. 21, supra, and Ex. L, p. 556, 557). This proved to be a divinely timed move because on June 24 I was served with the organization's amendment to the Armstrong II complaint, naming TGAC as a defendant. Because of my financial condition and the stress of the organization litigation, which has rendered me over

the past three years completely incapable of dealing with certain clerical tasks, which even ordinary people who are not fair game's targets can easily perform, TGAC owes the IRS and the Franchise Tax Board a couple of years' returns, but that is only a temporary situation, which I expect to resolve in the next few weeks. Yet even TGAC's failures to file seem to be divinely timed because it surely disproves Mr. Wilson's Armstrong IV attack line that "[T]GAC exists solely so that Armstrong may be "judgment proof" (Ex. A. p. 5, l. 7). Only a madman would, when assaulted by this organization's litigation machine and needing to be judgment proof, let his judgment-proofing corporation approach suspension. I am neither mad nor in need of any protection from any judgment the organization imagines in its wild dreams it might obtain. I own eighty percent of TGAC, and TGAC owns a body of literature and art with considerable present value and potential. It owns the rights to a number of my projects and products, including whatever can be owned of the Formula for the Unified Field, which I was given not long after August, 1990. TGAC has a history and a lot of good will. TGAC did not invite the organization's attacks, and even urges the organization to dismiss all the litigation it has fomented against TGAC. Nevertheless, TGAC will undoubtedly garner more good will, good PR and societal acceptance as a result of the organization's attacks, because society often judges one's worth by one's enemies. Although no one should have to have enemies, the organization's power structure, being so villainous, is, in

the minds of the vast decent human majority, the best kind of enemy to have. TGAC's present value is in the neighborhood of fifteen trillion dollars, so the organization's claim of four point eight million is monetarily insignificant. Nevertheless, and but for other reasons I will fight this battle.

57. The organization filed the Armstrong IV complaint July 23, 1993 and the case was assigned to Marin Superior Court Judge Gary W. Thomas. It served a lis pendens on me on August 8 and then recorded it encumbering the Fawn property, which, as evidence of God's Great Humor, the Waltons, were that very moment refinancing. On August 9 the organization-mailed me a request for production of documents, a copy of which is appended hereto as Exhibit 00, asking for a hell of a lot of things, including everything I've written from the beginning of time, and not unemphatically for the treatment for a screen play entitled "One Hell of a Story," which I'd written and registered in the spring of 1993, and for the authorship of which the organization was claiming liquidated damages in the Armstrong III lawsuit in Los Angeles. On September 16 the organization mailed out another request for production of documents by me, and similar requests to Mr. Walton and TGAC, seeking, inter alia, every financial record we possessed back a year before the December, 1986 settlement. After some extensions to figure out what under Heaven we were going to do about the crazy-scary Armstrong IV lawsuit, on September 30 Mr. Walton filed a demurrer and motion to strike the complaint, and on October 4 I filed a motion to

commence coordination proceedings, followed on October 28 by an amended motion, asking, because IV depends on the outcome of the LA cases and shares with them common questions of fact and law, to have Armstrong IV transferred from Marin to LA Superior Court and coordinated with II and III . On October 21 Solina Walton filed a motion to expunge the lis pendens, and on October 29 Judge Thomas signed an order of expungement and awarded Mrs. Walton \$3500.00 in attorneys fees. On November 5 the organization filed its opposition to the motion to commence coordination proceedings, I filed a reply on November 9, and on November 10 in a pre-hearing minute order, a copy of which is appended hereto as Exhibit PP, Judge Thomas denied the motion, ruling, as again Humor would have it, that "[t]here are no common questions of fact or law between this action and the Los Angeles County actions." On November 12 the organization filed an opposition to Mr. Walton's demurrer and motion to strike and on November 17 he filed a reply supported by a declaration, a copy of which, along with the exhibits thereto is appended hereto as Exhibit QQ. In his declaration, Mr. Walton describes our relationship over the years and the relevant events in our Fawn period together. Exhibit D to his declaration is a letter I wrote to him on August 14, 1990 in which I stated my intention to give away my worldly possessions and forgive debts owed me and laid out my immediate plans. Exhibit E is a letter I wrote to him on August 23, 1990 while I waited in Marin Traffic Court for my failure-to-obey case at which the charging chippy didn't show.

In the letter I list various physical items then at Fawn and state my intention for their disposition. On November 18 in a pre-hearing minute order, a copy of which is appended hereto as Exhibit RR, Judge Thomas overruled the demurrer, and denied the motion to strike, stating that:

"this action does not seek or require a determination that Armstrong breached the settlement agreement.

Thus, this action is not simply an attempt to avoid the (stay) orders in the Los Angeles County actions."

On November 30 the organization filed motions to compel the production of the documents requested from Mr. Walton, TGAC and me. A hearing on those motions is now set for January 21, 1994. On November 30 I filed my verified answer, a copy of which is appended hereto as Exhibit SS, the verified answer of TGAC, a copy of which is appended hereto as Exhibit TT, and a verified cross-complaint for abuse of process, a copy of which is appended hereto as Exhibit UU.

58. The only remaining document relevant to the Armstrong IV lawsuit, other than letters to the other people in my life whose debts to me I forgave in 1990, which I will not include so as to not put them at risk, is my prayer and answer thereto dated August 13, 1990, a copy of which is appended hereto as Exhibit VV.

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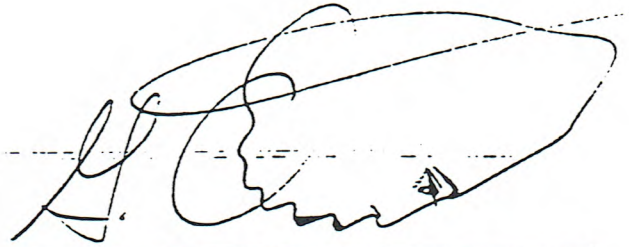
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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on January 13, 1994.

A handwritten signature in black ink, appearing to read 'Gerald Armstrong', is written over a horizontal dashed line. The signature is stylized with large loops and a prominent 'G'.

GERALD ARMSTRONG

000201

FIND A BETTER BASKET

A Literary Work Created and Written
by
GERALD ARMSTRONG

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FIND A BETTER BASKET

I, Gerald Armstrong, declare:

1. I am making this declaration in response to allegations made by Scientology organization leaders, attorneys and agents in court proceedings and public media around the world concerning a 1984 organization intelligence operation targeting me, which has been called the "Armstrong Operation." I am copyrighting this document prior to its use in court because it will, in addition to putting the organization's allegations into a proper context, form an outline for a screenplay I am writing. It is my story.

2. After I left the organization at the end of 1981, the organization intelligence bureau assigned Dan Sherman, a Los Angeles spy story writer and intel operative, to get close to me and become my friend, which he did. I had been the intelligence officer on board the "Apollo" with the organization's founder and supreme leader L. Ron Hubbard, had studied his intelligence policies and Guardian's Office^{1/} intelligence materials, had an

^{1/} The Guardian's Office ("GO"), headed from 1966 to 1981 by Mary Sue Hubbard, who reported to and was controlled by L. Ron Hubbard, consisted of five bureaus: Intelligence, Public Relations, Legal, Finance and Social Coordination (front groups). The GO was responsible for hiding its money and its actual command lines, defending the organization against attacks and for eliminating all opposition to its progress. Hubbard patterned its intelligence bureau, B-1, and the organization's total espionage mentality on the work of Reinhard Gehlen, Hitler's spy master. On Hubbard's orders, after the conviction of 11 top GO intelligence personnel, including Mary Sue, for criminal activities against the US Government, Scientology's second major arm of power, the Sea Organization, in a 1981 putsch took control of the GO's functions and subsequently renamed the GO arm the Office of Special Affairs, "OSA."

appreciation for that literary genre, and I was myself a writer, so Sherman and I had a real basis for a real friendship.

3. Sherman told me he was no longer involved in Scientology, wanted nothing to do with it, saw it as a personal waste of time, and also saw that its leaders were ruthless and dangerous, and claimed to be afraid of them finding out that he was friends with me. Sometime in 1982 or 1983 he told me that he was still in communication in a limited way with some of his old friends still in the organization. He described these friends as smart, reasonable and not fanatics. They were still Scientologists and worked on staff, but felt that organization leaders were criminals. Having no allegiance to these leaders, Sherman's friends would occasionally tell him about conditions inside and their desire to end the organization's criminal activities. They said the conditions inside were oppressive and chaotic and they were at risk even talking to him because sec checks² were rampant.

4. During the 1984 trial of the organization's case against me, Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong, Los Angeles Superior Court no. C 420153 ("Armstrong I"), Sherman told me that one of these friends, whom he called "Joey," had told him that there was an

^{2/} Sec checks are accusatory interrogations using Hubbard's electropsychometer or E-Meter as a lie detector. Sec checks could be brutal, could go on for many hours or days, could involve several people asking questions, threatening and badgering, and could have disastrous results for the interrogee.

actual group inside the organization who were dedicated to reforming it because management had become suppressive. They called themselves the "Loyalists," claiming to be "loyal" to the preservation of the ideals of Scientology, "what worked." They also recognized that its leaders were criminal, crazy, dangerous, and not dedicated to those ideals but were acting to destroy them. The "Loyalists" wanted to take control in a well-planned, effective and peaceful action before some tragedy happened. They claimed to know of criminal activities and a key part of their plan was the documenting of these activities.

5. Sherman said they were 35 in number, or at least there were 35 who knew they were "Loyalists," all smart, reasonable and not fanatics. Some of them were his old friends from B-1. Such persons tended to be smart, reasonable and often were not fanatics. The people whom I knew to be, including Hubbard, the organization leaders, prided themselves on their recognition of unreasonableness as a virtue, and maintained an abiding fanaticism to justify their abuses and keep their positions of power. Sherman was smart and gave every appearance of being reasonable and unfanatical. He said the Loyalists knew he was in communication with me and wanted to talk with me but were afraid for their lives. This was not surprising to me because I knew from my own experiences that the organization had a brutal side and its leaders were dangerous, armed and desperate. Thus the first communications with the Loyalists were a few messages relayed by Sherman. They said that I had a proven record against

the organization, that my integrity had been unshakable and they wanted my help.

6. A few days after the Armstrong I trial ended, Joey, who, I later learned, was actually one David Kluge, made the first direct contact with me, a phone call to my home in Costa Mesa, California. He said the Loyalists knew I wanted my pc folders^{3/}, that my folders were being moved on a certain day and that I could get them if I wanted. I told Kluge that even though the folders were mine the organization would claim, if it was discovered I had them, that I was accepting stolen property, so I had to decline his offer. I was also already booked, on the same day the Loyalists said they would get me my pc folders, to fly to London to testify in a child custody case^{4/} involving

^{3/} Pc folders, also called preclear or auditing files or folders, contain the record of processes run and questions asked by the auditor (psychotherapist), E-Meter reads, and answers given and statements made by the preclear (or patient) during Scientology auditing (or psychotherapy) sessions. It was well known that I had opposed and exposed the organization's misuse of information divulged by the organization's "preclears" (what were essentially psychotherapist-patient confidences) in auditing. I had been attempting to get the organization to deliver to me my pc folders throughout the Armstrong I litigation, and the misuse of auditing information was an issue in the Armstrong I trial. Judge Paul G. Breckenridge, Jr. stated in his decision following the 30-day Armstrong I trial: "[Mary Sue Hubbard] was the head of the Guardian Office for years and among other things, authored the infamous order 'GO 121669' which directed culling of supposedly confidential P.C. files/folders for the purposes of internal security." "The practice of culling supposedly confidential 'P.C. folders or files' to obtain information for purposes of intimidation and/or harassment is repugnant and outrageous. The Guardian's Office, which plaintiff [Mary Sue Hubbard] headed, was no respecter of anyone's civil rights, particularly that of privacy."

^{4/} This Royal Courts of Justice case, known as Re: B and G

Scientology, and I told Kluge that I couldn't change my plans.

7. When I returned from the UK, where, incidentally, I had been harassed by a pack of English private investigators working for the organization, Kluge reestablished contact, and I communicated with him or Sherman several times over the next few months. I was happy to be in communication with them, because I'm happy to be in communication with anyone, and my relationship with the Loyalists, who were admitted Scientologists, seemed a spark of hope in the seemingly hopeless and threatening Scientology situation.

8. I have believed and stated that when Scientologists have the freedom to communicate to the people their leaders label "enemies," Scientology will cease to have enemies. The organization's leaders prohibit their minions from communicating with me, thus I am their enemy. This prohibition is enforced with severe "ethics" punishment, which could easily include "declaring" the person who dared to communicate with me a "suppressive" person, thus making him the target of the organization's philosophy and practice of opportunistic hatred Hubbard called "fair game."

9. I had lost my law office job because of the Armstrong I trial, which really ran from April into June, 1984, and I did not get another job for some months, so had considerable time on my

^{4/} (Continued) (Wards), resulted in a Judgment on July 23, 1984 issued by Justice Latey in favor of the non-Scientologist parent. The Judgement, which was upheld on appeal, contained a scathing condemnation of organization policies and practices.

hands in the fall of 1984 to meet with Sherman and the Loyalists and do some of the things they wanted. I had begun to draw and write seriously during this period, and some of my writings concerned the Scientology battle and the Loyalists. My situation with the organization and the Loyalists was bizarre and psychologically traumatic, and this is reflected in my writings of the period. Thanks to, I believe, my growing faith in God I was given the gift of a healthy sense of humor and that too is a facet of my communications and writings during the period.

10. In late July, 1984 the organization fed to the media the story, and filed papers in various court cases, including Armstrong I, charging, that Michael Flynn, who had fought the organization's fair game tactics for five years, who had been my friend and attorney for two years and had just successfully defended me in the Armstrong I trial, was behind a plot to cash a forged check for \$2,000,000.00 on one of Hubbard's accounts at the Bank of New England. Sherman and Kluge communicated that the Loyalists knew Flynn was not involved, and that the organization leaders knew Flynn was uninvolved but were framing him with the forgery. The Loyalists said that they were working inside the organization to acquire the proof of the frame-up, and that when they proved Flynn's innocence they would be in a position to effectuate the reforms they sought. This was fine with me, because I fully believed that Flynn was innocent, and that the organization was framing him just to be able to attack him to eliminate the threat he represented to its antisocial practices

and nature.

11. Over the next few months Sherman and Kluge communicated with me regularly about the Loyalists' progress in documenting the truth about the Flynn frame-up. They claimed that all staff were searched before they could leave OSA or management offices, so it was hard to get any documents out. Nevertheless, on a couple of occasions Sherman and Joey gave me a page or two that had been smuggled out. I learned that a US Attorney in Boston had become involved in the investigation of the frame-up, and I passed whatever I got from the Loyalists to him through Flynn.

12. One of the ideas which developed with the Loyalists in the early fall of 1984 was the possible filing of a lawsuit to take control of the organization from the "criminals." I saw this as an idea with merit, and could be the effective action the Loyalists said they were looking for to avert a major organization tragedy. I told Flynn what they wanted and he drafted a "bare bones" complaint which I passed to them. Sherman, Kluge and I discussed the lawsuit concept on several occasions, both of them asking me for my ideas and I helped as I could within the limits of my knowledge, ability and imagination.

13. The Loyalists then began discussing with me finding a financial "backer" for their lawsuit, basing this need on the likelihood that the bringing of the suit would freeze organization accounts, and the Loyalists would need operating capital. They claimed that the leaders had lots of money they had skimmed from the organization and squirreled away in their

own bank accounts, and the Loyalists were all staff members and thus broke. I couldn't help them with money, and knew of no one who might finance whatever they did, so they said that, because I understood the situation so well, and had a proven record, they wanted me to talk to and encourage some prospective backers with whom they were in touch. One day I got a call from Kluge, asking me to fly to Las Vegas to meet with such a person, a "rich Scientologist" who had been mistreated by the organization and was aligned with the Loyalists on their goal of reformation. Although on Kluge's instructions I purchased a plane ticket, I called off the trip before leaving because my lawyers warned me that I could be walking into a trap.

14. There were many times during this period when I considered the possibility that I was walking into a trap. The thought arose in all my meetings with Kluge, and later with Mike Rinder, the second Loyalist I would meet. Their communications often didn't jibe with what they or Sherman had said on earlier occasions, and sometimes they said things which were downright stupid. I had no way of originating a communication to them, had no telephone numbers, no locations, no names, and no idea what any of them did. They had my address, phone number, knew exactly what I did, and could call me any time they wanted. They told me almost nothing, and wanted to know everything I knew. They claimed I had to be kept in the dark because of their fear for their lives, and for that reason I went along with their, even to me, strange behavior.

15. Because of their fear for their lives they depended on secrecy, duplicity and intelligence procedures and goals. Although I had been in intelligence in the organization and had the essential quality for the field; i.e., native intelligence, I had, after leaving the organization, come to the conclusion that Scientology's brand of intelligence; i.e., the secret world of data, duplicity, stealth, hidden intentions and hidden identities, was ineffective, unhealthy, unholy, and not my choice for how I would make my way through life and deal with my problems. Even inside the organization, which is an intelligence-based group, I had urged those who were in positions to do something about it to open up, stop lying, disclose its leaders, divulge its secrets; because I felt that its lies, secrets, and secret orders from its secret leaders would only bring upon it more problems. After leaving the organization, a factor in my life which led to my faith in openness and freedom as opposed to secrecy and leverage, was all the testifying I did, in trial in Armstrong I and in B & G Wards, and in many days of depositions in several more Scientology-related cases. Also I knew that the organization's leaders, who had an undeniable determination to harm me, possessed my pc folders which contained every embarrassing incident or thought in my life, and my lives back umpteen impossibillion years. These facts had resulted in a tendency in me at times during this period to not care what happened to me and to act a little wild and silly.

16. Sometime during 1984 it came to me that what I was

following, and what was a far superior technology and faith than intelligence, or perhaps perfect intelligence, was guidance. I had been given, before and after my asking, a desire to know my Creator, and I believe I received during this period some of His communications to me. Hubbard in his writings put no faith in his Creator, but put it in something of his own making, an intelligence apparatus in which he was the secret leader with secret bank accounts, secret communication lines, secret codes, secret intentions, and secret lawyers to keep them all secret. I had come to know God a little, and understood that no matter how scary things got I was in hands in which I was in no real danger. I could be shot, my body could be destroyed, I could be defamed and ruined, and I would still be in no real danger. And things did get scary for me in my dealings with Sherman and the Loyalists during this period. I picked up surveillance on a number of occasions, and there was the nagging strangeness of the Loyalists' communications and the movie-like quality of this play in which I was being played with. I still retained my intellect and acted with good sense most of the time, but a shift was occurring in my mind and soul. I began to walk deliberately into danger, but I was also new at this approach to life, and as yet a little foolhardy and undisciplined, and these facts too are reflected in my writings and actions of the period.

17. Sherman's and Kluge's interest was intelligence and they didn't want to hear much of my philosophy of guidance, courage and openness, so I turned my mind to the intelligence

game, and as always happens when I turn my mind to any subject, I had ideas. Some of these ideas I communicated to the Loyalists, some I wrote down, some were only funny. Our meetings had a secretive, spy story feel to them, partly because of the danger the Loyalists said they were in and the danger I was in anyone would say, partly because of the subject matter we discussed, and partly because of the settings in which we met. Sherman insisted that I couldn't come to his home, so we met on many occasions in the bird sanctuary in Griffith Park. My first meeting with Kluge was in a cemetery in Glendale. I met him two more times in early November at different locations in Griffith Park, and then met with Rinder two times in late November at two more locations in the park.

18. Sherman told me around October, 1984 that the Loyalists had found a potential backer, a woman named Rene, another "rich Scientologist," who he said had been horribly hurt by the organization. He said he knew her personally and considered her a good and trusted friend. He said that she owned a publishing company which printed calendars, that he had told her about my artwork and writing, and that she wanted to see some of my materials for possible publication. Following our first meeting in Griffith Park Kluge took me to the Sheraton Grand Hotel in downtown Los Angeles to meet her. I took along a file of some of my work and left it with her. In my meeting with her she wanted to know my perspective on the lawsuit idea and my thoughts on removing the organization's criminal leadership.

19. While claiming that the Loyalists wanted to take legal action to bring about a safe transfer of power, both Sherman and Kluge also claimed that they didn't know anything about legal matters, nor any of the organization's litigations, and that there were other people higher up in the Loyalist network who were trained in legal, stayed abreast of the organization's litigation battles, and had an understanding of the Loyalists' legal options and an overview of their plan which Sherman and Kluge didn't have. Coupled with their claimed need to keep me in the dark for fear of their lives, their assertions of ignorance of legal matters caused considerable frustration in me and in our communications. As a result, I requested in a number of communications to speak to their "best legal mind."

20. Finally the Loyalists said that their legal expert would meet me and a rendezvous was set up, again in Griffith Park. The "legal expert" turned out to be Mike Rinder, a person I had known in the organization, who had held various lower level administrative posts. Rinder, it turned out, also professed ignorance of legal concepts, and my meetings and communications with him were even more frustrating.

21. Some time after my last meeting with Rinder, which occurred November 30, 1984, I received a phone call from Kluge, advising me that the Loyalists did not trust me and would not be communicating with me again. I then wrote them my final communication, a copy of which is appended hereto as Exhibit A, and gave it to Sherman to give to them.

22. During my cross-examination in the spring, 1985 trial of Julie Christofferson v. Scientology, Circuit Court of the State of Oregon, Multnomah County, No. A7704-05184, the organization broke the fact that Sherman, Kluge and Rinder had been covert operatives, the Loyalists were invented, and that my meetings with Kluge and Rinder had been videotaped. The organization called the whole more than two year affair the "Armstrong Operation." Organization lawyers, Earle Cooley and John Peterson, claimed the Armstrong operation had been authorized by the Los Angeles Police Department, and they produced a letter dated November 7, 1984, a copy of which is appended hereto as Exhibit B, signed by an officer Phillip Rodriguez, directing organization private investigator Eugene M. Ingram to electronically eavesdrop on me and Michael Flynn.

23. On April 23, 1985, Los Angeles Police Chief Darryl F. Gates issued a public statement, a copy of which is appended hereto as Exhibit C, denying that the Rodriguez letter was a correspondence from the Los Angeles Police Department, denying that the Los Angeles Police Department had cooperated with Ingram, and stating emphatically that all purported authorizations directed to Ingram by any member of the Los Angeles Police Department are invalid and unauthorized. On information and belief, the officer, Phillip Rodriguez, who signed Ingram's letter was paid \$10,000.00 for his signature. Also on information and belief, following a Los Angeles Police Department Internal Affairs Division investigation and a Police

Department Board of Rights, Officer Rodriguez was suspended from the Los Angeles Police Force. Eugene Ingram had himself some years before been drummed out of the Los Angeles Police Department. He is reputed to have been busted for pandering and taking payoffs from drug dealers. He is a liar and a bully who has been involved in organization intelligence operations against its perceived enemies for many years. During the period I was involved with the Loyalists Ingram called me at my home and threatened to put a bullet between my eyes.

24. Initially the presiding judge in the Christofferson trial Donald F. Londer refused to admit the tapes because they had been obtained illegally. Then he viewed them in chambers and when he returned to the bench stated that "the tapes are damaging, very damaging to the church." Then he admitted them into evidence.

25. Despite Judge Londer's ruling and comments, and despite Chief Gates' repudiation of the Rodriguez "authorization," the organization has continued in press and courts around the world to claim that the videotape operation was "police-sanctioned." The organization has continued to claim that I originated the "plot to overthrow "church" management" and that I initiated the contact with the organization members, who merely played along with my plan while remaining "loyal" to the organization. It also has continued to claim that the videotapes show me plotting to forge documents and seed them in organization files to be found in a raid, show me creating "sham lawsuits," show me urging

the Loyalists to not prove anything but "just allege it," and show me seeking to take control of the organization. The videotapes show none of those things. The tapes show that in the fall of 1984, during the reign of the organization's present supreme leader David Miscavige (DM), the fair game doctrine was alive and as unfair as ever. The tapes show a mean-spirited, mendacious and malevolent organization using well-drilled operatives and electronic gadgetry to attempt, unsuccessfully, to set up an unwitting, funny, sometimes silly, clearly helpful, at times foul-mouthed, but otherwise ordinary human male.

26. The organization's refusal to stop telling these lies is not surprising, however, because its leaders have put so many of their eggs in their dirty tricks basket. These leaders are unbalanced and in a very precarious situation. Having lied about the Armstrong Operation in so many courts and publications and to so many people, including their own followers, these leaders risk their positions of power, and in their minds their very lives, if they ever admit the breadth of those lies. Yet it is in the acknowledgement of the truth behind those lies where ultimately their safety will be found.

27. It has not ceased to be embarrassing to me whenever the organization trots out the Armstrong videotapes, because I do say some silly and raunchy things. But the organization has never been able to embarrass me into silence and it won't now.

28. The Scientology legal war has almost run its course. The organization's leaders can never rewrite all history.

Scientologists of good will everywhere can be free.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on February 20, 1994.

A handwritten signature in black ink, consisting of a stylized 'G' followed by a large, loopy flourish that extends to the right.

GERALD ARMSTRONG

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

v.

No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.

-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG
Volume VI - Pages 625 through 752
THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 purpose.

2 Q. Excluding that call to set it up, I'm
3 interested in the in-person meeting now.

4 A. Right. It was in person.

5 Q. Where did that meeting take place?

6 A. In the law office.

7 Q. Of?

8 A. Of Ford Greene.

9 Q. I see. Was anyone else present?

10 A. No.

11 Q. Just you and Mr. Sine?

12 A. Yes.

13 Q. How long did that meeting take place?

14 A. Perhaps an hour.

15 Q. Is this the meeting that you
16 characterized a few minutes ago as an interview?

17 A. Right.

18 Q. And you understood Mr. Sine to be a
19 reporter for a newspaper?

20 MR. GREENE: Objection. That's been
21 asked and answered.

22 MR. HERTZBERG: Fine. Withdraw it.

23 Q. Now, give me your best recollection
24 of the subjects that were covered in the one-hour
25 interview you had with Mr. Sine in Mr. Greene's

1 office.

2 A. I gave him, I think at that time, a
3 copy of what I call "I Declare." And there may
4 have been other documents from the litigation, but
5 I do not have a recollection of what they are at
6 this point.

7 And I don't think that he read this
8 at the time, or I have no information actually
9 that he read it at all, but that's how -- that was
10 part of my contribution to the interview.

11 He had already, when he met up with
12 me, a pretty good understanding of the case, not
13 of perhaps, you know, as much understanding as he
14 acquired through time beyond that, but he already
15 did.

16 So he asked me about the
17 circumstances of my 1990 renunciation. And he
18 asked about the settlement contract and where I
19 was with regard to that.

20 So I described to him in a quite
21 clipped fashion the circumstances and the events
22 and the chronology of the 1990 period and then
23 what happened subsequently and what, you know,
24 where I was at in terms of the litigation
25 generally.

1 part of or a copy of any document which was part
2 of the case file in the litigation before Judge
3 Breckenridge.

4 A. No.

5 Q. In the period since your last
6 deposition in this case to the present, did you
7 send any documents to Mr. Garrison?

8 A. Yes.

9 Q. What documents are those?

10 A. I sent him a copy of "I Declare".
11 And I sent him a copy of my letter to Lou Bell.
12 And I think I sent him -- that's what I can
13 recall.

14 Q. You can recall nothing else that you
15 sent him?

16 A. No.

17 Q. You've identified Rod Lurie, as I
18 believe, is a reporter for Los Angeles Magazine?

19 A. I think so.

20 Q. How many conversations have you had
21 with Mr. Lurie since your last deposition in this
22 case?

23 A. I think one.

24 Q. And do you recall approximately when
25 that occurred?

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--o0o--

CHURCH OF SCIENTOLOGY)	
INTERNATIONAL, a California)	
Not-For-Profit Religious)	
Corporation,)	
)	
Plaintiff,)	
)	
vs.)	Case No. BC-052395
)	
GERALD ARMSTRONG, THE GERALD)	
ARMSTRONG CORPORATION, a)	
California Corporation, Does 1-25,)	
inclusive,)	
)	
Defendants.)	

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

1 one was really when I learned from them of, I guess, the
2 nature and the length and whatever of their communications
3 with Stedter and Rinder.

4 Q. That was the conversation a month ago,
5 approximately?

6 A. To my recollection it was approximately a
7 month ago.

8 Q. At -- either in that conversation or
9 subsequently did Ron and/or Stacy Young communicate to you
10 whether they were going to accept any settlement agreement
11 with the Church of Scientology?

12 A. I have never heard that from them.

13 Q. Do you recall testifying yesterday that you
14 furnished two declarations to Mr. Berry for use in the --
15 what you called the Fishman case?

16 A. Right.

17 Q. I will show you a document, which I will
18 have marked for identification as plaintiff's number 22.

19 --oOo--

20 (Plaintiff's Exhibit(s) 22
21 marked for identification)

22 MR. HERTZBERG:

23 Q. Mr. Armstrong, would you look at what's
24 been marked for identification as plaintiff's number 22
25 and tell me if you recognize that exhibit as one of the

1 declarations which you furnished Mr. Berry for use in the
2 case captioned Church of Scientology International vs.
3 Steve Fishman and Uwe Geertz?

4 A. Yeah, this is mine.

5 Q. And let me draw your attention to numbered
6 page 14. Is that your signature, which appears above the
7 name Gerald Armstrong at the bottom of page 14?

8 A. Yes.

9 Q. And you executed that signature on
10 February 22, 1994?

11 A. Yes.

12 Q. Okay, and did you compose the declaration,
13 which comprises pages one through 14 of Exhibit 22?

14 A. Except other than those things which may be
15 quoted in here, yeah, it's all mine.

16 Q. And you prepared this declaration for the
17 purpose of assisting Mr. Berry in his litigation in which
18 he was representing the defendant in the action which was
19 filed?

20 A. Well, to the degree that it would help, but
21 I really stated in the thing which gave rise to it it was
22 not so much a desire to help, although, undeniably, it
23 could, and that was as I stated in paragraph two, that it
24 was in response to certain statements concerning me. So
25 it addresses those rather than addressing the subject of

1 my help to Mr. Berry.

2 Q. And there are several exhibits that are
3 attached to the declaration following page 14?

4 A. Yes.

5 Q. Did you prepare those exhibits?

6 A. Well, again, to the degree that I -- with
7 regard to the choice of the exhibits, I did. With regard
8 to -- not the language in them, except for the language in
9 exhibit -- you have your exhibit B.

10 Q. By "prepare" I meant "assemble." Did you
11 assemble the exhibits?

12 A. Yeah.

13 Q. All right, and turning to one of the
14 exhibits, exhibit B, do you see that?

15 A. Yes.

16 Q. Which was entitled "Find a Better Basket"?

17 A. Yeah.

18 Q. Is that your signature which appears on
19 page 16, the last page of exhibit B?

20 A. Yes.

21 Q. And did you sign this page on or about
22 February 22, 1994?

23 A. Yes.

24 Q. When did you write this document, Find a
25 Better Basket?

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

1 described?

2 A. No.

3 Q. Good.

4 When did you speak to Mr. Lobsinger in 1992?

5 A. Approximately three months ago.

6 Q. Did you call him, or did he call you?

7 A. He called me.

8 Q. Did you speak to him on just the one
9 occasion, or were there other times?

10 A. There were, I believe, two occasions.

11 Q. And the first one was approximately three
12 months ago?

13 A. Approximately what?

14 Q. Three months ago.

15 A. It may have been four months ago, and the
16 most recent one, three months ago.

17 Q. Got it.

18 Looking at the first conversation you had
19 with Mr. Lobsinger: What did he say to you, and what did
20 you say to him?

21 A. My recollection is that it was very brief
22 and that he was at that time just wishing to make contact
23 with me.

24 Q. In your second conversation, did you call
25 him, or did he call you?

1 A. He called me, although I may have returned
2 the call.

3 Q. In that second conversation, what did you
4 say to him, and what did he say to you?

5 A. He was confirming with me that someone who
6 had contacted him was, as far as I knew, not an operative
7 for the organization. And I confirmed that as far as I
8 knew, the person was not an operative.

9 At the same time, he -- I have a
10 recollection of broadly discussing my case and the
11 posture of it at that time. And when he indicated that
12 he had prepared packs of the press, which had occurred in
13 his newspaper and other newspapers from the general
14 Oklahoma area, regarding the organization and the
15 Narconon operation at Chilocco -- N-a-r-c-o-n-o-n, C-h-i-
16 l-o-c-c-o, I think. She would know. She's been there --
17 that I asked him to send me such a pack, and he did.

18 Q. Did you send any documents to Mr. Lobsinger?

19 - A. I sent a letter to him.

20 Q. Was the letter printed?

21 A. Yes.

22 Q. Was the letter that was printed -- And it
23 was printed in the Newkirk Herald Journal; is that
24 correct?

25 A. Oh, do you mean was the letter published?

1 Q. Yes.

2 A. Not to my knowledge.

3 Q. Was it a letter that you intended for
4 publication?

5 A. No. Although, I may have said, "Go ahead
6 and use it," but I don't believe so. I wouldn't have
7 restrained him, but it was not my intention.

8 Q. Did you keep a copy of the letter that you
9 sent?

10 A. Yes.

11 Q. Does the letter concern or refer in any way
12 to the Church of Scientology International or any related
13 entities, which you have termed herein "the
14 organization," or to the church's founder, L. Ron
15 Hubbard?

16 A. Yes.

17 Q. Do you still have a copy of the letter that
18 you sent to Mr. Lobsinger?

19 - A. Yes.

20 Q. Would you be willing to produce that copy of
21 the letter in discovery in this action?

22 MR. GREENE: Mr. Armstrong, I don't want you
23 to make any commitments, subject to my review. I don't
24 know whether we will or not.

25 MS. BARTILSON: It would be a refreshing

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF MARIN

3 --oOo--

4 **CERTIFIED**
5 **COPY**

6 CHURCH OF SCIENTOLOGY
7 INTERNATIONAL, a California
8 not-for-profit religious
9 corporation,

10 Plaintiff,

11 vs.

12 No. BC 052395

13 Gerald Armstrong; Does 1-25,
14 inclusive,

15 Defendants.
16 _____/

17 DEPOSITION OF

18 GERALD ARMSTRONG

19 _____
20 Thursday, October 8, 1992

21 VOLUME IV
22
23
24

25 REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

1 CSI or related entities?

2 A. I sent him a copy of the declaration written
3 at the request of Reader's Digest, and although I believe
4 I have sent him something else in this last year, I do
5 not recall what it is.

6 Q. Do you recall when you sent him the
7 declaration for Reader's Digest?

8 A. It would have been around the time that it
9 was executed.

10 Q. And yesterday, you testified that you sent
11 Mr. Lobsinger a letter. Did you send him any other
12 documents?

13 A. I sent him the organization's complaint, the
14 answer, cross-complaint. I think that's it.

15 Q. The answer and cross-complaint that you sent
16 to him are the ones that have now been superseded by the
17 amended answer and cross-complaint?

18 A. Right.

19 Q. When did you send him these documents?

20 A. Within the last two months.

21 Q. Anything else that you sent to Mr.
22 Lobsinger?

23 A. No.

24 Q. What did you send to the New York Times?

25 A. Complaint, that is, I believe, the amended

1 complaint; answer; cross-complaint; opposition to motion
2 for preliminary injunction.

3 Q. When did you send those to the New York
4 Times?

5 A. Perhaps two months ago.

6 Q. Did you send them to a particular person at
7 the New York Times?

8 A. Yes, whose name I do not at this moment
9 recall.

10 Q. Were those documents solicited from you by
11 the New York Times?

12 A. No.

13 Q. How did you know who to send them to there?

14 A. How did I know?

15 Q. Um-hum.

16 A. Because I called the New York Times, asked
17 for their address.

18 Q. Is the New York Times individual that you
19 sent these documents to a reporter?

20 A. I think an editor.

21 Q. Is it a man or woman?

22 A. Woman.

23 Q. Do you know what division she works in or
24 department?

25 A. Editorial.

September 1, 1992

Robert W. Lobsinger
Publisher
Newkirk Herald Journal
Newkirk, OK 74647

Dear Mr. Lobsinger:

Your Rena Weinberg is, I believe, not my Rena; but the South African accent of your Rena did ring a bell. I believe your Rena really is Rena Weinberg, is South African and was a member of the notorious intelligence bureau of the notorious Guardian's Office of that notorious church before it renamed the GO OSA, and is now a member of its notorious intel bureau.

Your Rena can be checked out with Gordon Cook, now in Johannesburg, SA, formerly the head of the GO in that country and in 1981/2 Mary Sue Hubbard's replacement as Controller, head of the GO internationally under Ron Hubbard and David Miscavige. Gordon can be reached through Malcolm Nothling, about whom you called me a couple of months ago. P.O. Box 734, Highlands North, 2037 South Africa. Tel: 011-27-11-728-4768.

The GO, according to present day Miscavige scriptures, was manned with criminals. Except for Rena, Heber and so forth. Narconon in the good old GO days was operated by the GO under its Social Coordination Bureau. But all of the GO was controlled by the intel bureau, as all of scientology today is controlled by the secret actions of secret people in its still operating secret intelligence apparatus. Now, of course, Miscavige primarily uses non-Scino PI's and intelligence professionals operated through and shielded by what are so common they have made of their ilk a redundancy: sleazy lawyers.

Mike St. Ammons, Narconon Chilocco public relations director, (see Oct 24, 1991 AP article) just possibly maybe has got to be probably a fellow I knew from the Boston org in the GO/OSA legal bureau when I worked in Boston with Michael Flynn in 1985/86. I recall the name as Michael St. Amand. And I see a Maureen St. Amand showing up as financial director for Narconon Chilocco in a February 2, 1992 Daily Oklahoman article. Dollars to doanotics the St. Amands are Sea Org Missionaires on Mission Orders (MO's) and are being operated by, and reporting back to, an SO Mission Ops in OSA, or, having failed, have been recalled for ethics handling.

I imagine you have it already, but here is the 6-29-92 decision in Church of Spiritual Technology v. US in the US Claims Court, Case no. 581-88T. It is very worthy literature.

PLAINTIFF'S
EXHIBIT

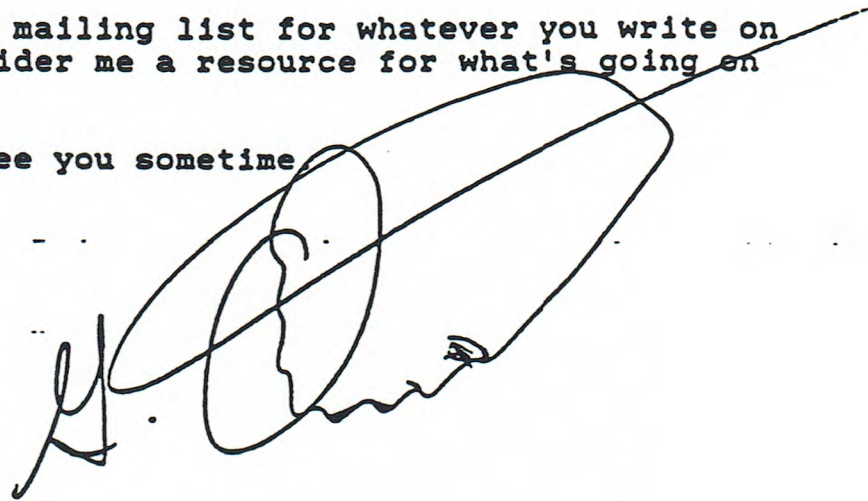
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8-19-94

Robert Lobsinger
1 September, 1992
Page 2

Please put me on your mailing list for whatever you write on this odd subject, and consider me a resource for what's going on in this other sector.

See you sometime

A large, stylized handwritten signature, likely belonging to Gerry Armstrong, is written over the text "See you sometime". The signature is composed of several loops and a long horizontal stroke.

Gerry Armstrong
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450

Hub Law Offices
(415)258-0360

Enclosure (1)

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

--000--

STEVEN HUNZIKER, KATE SCHUCHMANN,
VIRGINIA SANDERS,

PLAINTIFFS,

VS.

NO. 692629

APPLIED MATERIALS, INC., A DELAWARE
CORPORATION; APPLIED SCHOLASTICS, INC.,
A CALIFORNIA CORPORATION; WORLD
INSTITUTE OF SCIENTOLOGY ENTERPRISES,
A FLORIDA CORPORATION; JAMES MORGAN,
LINDA OXMAN, GLEN TONEY, JAMES DELONG,
NANCY DEVITA, ANN BRANNAN, JOHN KANE,
JAMES BAGLEY, INGRID GUDENAS, BOB
JOHNSON, STEVE REA, JIM RYAN, GLEN
SOPP, AND DOES 1 THROUGH 100,
INCLUSIVE,

DEFENDANTS.

COPY

DEPOSITION OF GERALD ARMSTRONG

THURSDAY, MARCH 12TH, 1992

VOLUME II

(PAGES 183 - 337)

REPORTED BY:

JUDITH S. DOUTHIT, CSR #4531

1 WHAT WAY?

2 A. IN SOME WAY.

3 Q. WHY WOULD YOU ASSUME THAT?

4 A. BECAUSE I -- YOUR QUESTION IS SO BROAD.

5 Q. WHY WOULD YOU ASSUME THAT I AM CONNECTED TO THE
6 CULT AWARENESS NETWORK IN SOME WAY?

7 A. YOUR NAMES BOTH MAY APPEAR IN THE SAME PHONE
8 BOOK. YOU BOTH ARE AWARE OF SCIENTOLOGY LITIGATION. YOU
9 BOTH KNOW THE SAME LAWYERS. YOU BOTH -- YOU NOW HAVE READ
10 STATEMENTS WRITTEN BY HER. SO THERE'S --

11 Q. LET ME BE MORE CLEAR IF YOU BELIEVE THE WORD
12 CONNECTED MEANS THAT.

13 HAVE YOU EVER TALKED WITH ANYONE THAT YOU BELIEVE
14 HAS HELD ANY KIND OF POSITION WITHIN THE CULT AWARENESS
15 NETWORK OR HELD A DIRECTORSHIP OR CONSULTED WITH THE CULT
16 AWARENESS NETWORK?

17 A. PRESILIA COATES.

18 Q. OTHER THAN MEETING HER THAT ONE TIME, HAVE YOU
19 EVER SPOKEN TO HER?

20 A. BY PHONE.

21 Q. HOW MANY TIMES?

22 A. PERHAPS TWO.

23 Q. WHEN WAS THE LAST TIME?

24 A. PROBABLY TWO MONTHS AGO.

25 Q. WHAT DID YOU TALK TO PRESILIA COATES ABOUT TWO
26 MONTHS AGO?

1 A. I WAS LOOKING FOR A PHONE NUMBER OR A WAY OF
2 CONTACTING SOMEONE.

3 Q. WHO?

4 A. DENNIS ERLICH.

5 Q. DID SHE GIVE YOU HIS NUMBER?

6 A. YES.

7 Q. AND WHY WERE YOU TRYING TO CONTACT HIM?

8 A. (NO RESPONSE)

9 Q. MR. ARMSTRONG?

10 A. YEAH, I'M JUST TRYING TO THINK. I HAD SOME PLAN
11 AT THAT TIME OF -- OH, HE HAD JUST WRITTEN -- HE PUBLISHES
12 "THE INFORMER," WHICH IS A MONTHLY PERIODICAL DEDICATED TO
13 THE EXPOSING OF THE ABUSES OF SCIENTOLOGY, AMONG OTHER
14 THINGS. AND HE PUBLISHED -- HE DEVOTED ONE EDITION TO THE
15 ARMSTRONG/BRECKENRIDGE DECISION. AND I HAVE CONSIDERED
16 WRITING A PIECE FOR "THE INFORMER."

17 Q. HAVE YOU DONE SO?

18 A. NO.

19 Q. OTHER THAN ASKING PRESILIA COATES FOR THAT
20 TELEPHONE NUMBER, DID YOU HAVE ANY OTHER DISCUSSIONS WITH
21 HER?

22 A. AROUND THE TIME THAT I BECAME AWARE OF THE -- A
23 NUMBER OF SP DECLARERS, WHICH HAD BEEN ISSUED BY THE
24 ORGANIZATION ON PEOPLE IN CONNECTION WITH THE CULT AWARENESS
25 NETWORK, I CONTACTED HER AT THAT TIME.

26 Q. WHEN WAS THAT?

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

v.

No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,

Defendants.

-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG
Volume VI - Pages 625 through 752
THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 documents with your submission of the letter to
2 the editor of Premier?

3 A. Yes, I may have.

4 MR. GREENE: And if we can find the
5 letter, we'll bring the documents if there were
6 such.

7 MR. HERTZBERG: Thank you.

8 Q. You testified earlier that you spoke
9 to Mr. Garrison on approximately six occasions in
10 this past year. I didn't mean past to limit it to
11 a year.

12 Would your answer be the same if I
13 asked you for the period from March of 1993 to the
14 present?

15 A. Yeah. You may add in another another
16 one or two, but that's generally that consistent.

17 Q. All right. I want to address that
18 larger period March 1993 to the present,
19 conversations between you and Mr. Garrison other
20 than the one conversation that you have described
21 already regarding 60 Minutes and your referral of
22 Mr. Garrison to Mr. Cusick, all right?

23 A. Um-hum.

24 Q. When was the first such conversation
25 that you had with Mr. Garrison?

1 A. Sometime after March of 1993.

2 Q. And do you have a recollection as to

3 who initiated the conversation?

4 A. No.

5 Q. Was it in person or on the telephone?

6 A. Telephone.

7 Q. Recount for us as best you can recall

8 the substance of what you said to Mr. Garrison and

9 you to he on that call.

10 A. No.

11 Q. No recollection whatsoever?

12 A. Well, other than a greeting or that

13 is it, I can't tell you what the circumstances

14 were of that call, and I can't differentiate it

15 from any of the other calls that may have occurred

16 around that time.

17 Q. All right. Can you recall the

18 substance of any of the conversations that you had

19 with Mr. Garrison in the time period from the last

20 deposition to the present?

21 A. Yes, I can recall some of them.

22 Q. First, with respect to any of these

23 conversations, were any of them in person?

24 A. No.

25 Q. They were all by telephone?

1 A. Yes.

2 Q. Did you initiate any of the
3 conversations?

4 A. Yes.

5 Q. In relating to the conversations that
6 you do recall in whole or in part, also identify
7 please who initiated the particular call.

8 MR. GREENE: That's an instruction
9 and then you're going to ask him a question.

10 MR. HERTZBERG: Yes.

11 Q. What do you recall? What do you
12 recall the substance of these conversations --

13 A. Well, a lot of -- I would say most of
14 the time I initiate the conversations, sometimes
15 Mr. Garrison calls me. But the breakdown might be
16 60/40 or 70/30.

17 Generally, in conversations I let him
18 know the major events that have unfolded in my
19 life since we last talked, or it could be
20 something that gives, that brings about the
21 conversation on that particular date. For
22 example, his birthday or, for example, if I have
23 an idea that at a particular time I would perhaps
24 be visiting him, there have been a number of
25 occasions in which those sort of things have given

1 rise to my telephone calls to Mr. Garrison.

2 Sometimes it's just because we haven't spoken in a
3 while and I want to make contact.

4 I think one time there was a letter
5 from Miss Bartilson that he received and that led
6 to a conversation. But generally it is staying in
7 touch in the way that friends would stay in touch.

8 He and his wife, I think, are quite
9 close to me; they consider me quite close to them.
10 So we are friends and we communicate about the
11 things that friend communicate about. And there
12 are times when that includes Scientology
13 litigation matter and where my litigation stands
14 and what's going on in the Scientology litigation
15 world.

16 Q. Have you stayed with Mr. Garrison and
17 his wife between March of 1993 and the present?

18 A. No.

19 Q. Has Mr. Garrison sent you any
20 documents during that time period?

21 A. I think, yes, he did.

22 Q. And what documents are those?

23 A. He sent me, the one that I recall is
24 an article from, I believe, a Los Angeles
25 newspaper in, I also believe 1950, which he had

1 clipped and which he had obviously held for a long
2 period of time, and was something of a cherished
3 possession to him. And I was quite honored that
4 he gave it, sent it to me. But it was an article
5 that he had done on the subject of Hubbard and
6 Dianetics from that period.

7 Q. Did he send you any other documents
8 other than that article?

9 A. He sent me a something that he had
10 gotten at a book, you know, a book publishers'
11 convention, maybe ABA.

12 Q. Anything else?

13 A. Book sellers.

14 Q. Anything else?

15 A. That's, I believe in that period of
16 time, that's all.

17 Q. Did Mr. Garrison send you any
18 documents which were a part of the case file in
19 the litigation that you had before Judge
20 Breckenridge?

21 A. No.

22 Q. Subsequent to the time that you
23 settled your litigation pursuant to the agreement
24 which is marked as Exhibit 6 in this case, has Mr.
25 Garrison ever sent you any document which was a

1 part of or a copy of any document which was part
2 of the case file in the litigation before Judge
3 Breckenridge.

4 A. No.

5 Q. In the period since your last
6 deposition in this case to the present, did you
7 send any documents to Mr. Garrison?

8 A. Yes.

9 Q. What documents are those?

10 A. I sent him a copy of "I Declare".
11 And I sent him a copy of my letter to Lou Bell.
12 And I think I sent him -- that's what I can
13 recall.

14 Q. You can recall nothing else that you
15 sent him?

16 A. No.

17 Q. You've identified Rod Lurie, as I
18 believe, is a reporter for Los Angeles Magazine?

19 A. I think so.

20 Q. How many conversations have you had
21 with Mr. Lurie since your last deposition in this
22 case?

23 A. I think one.

24 Q. And do you recall approximately when
25 that occurred?

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE CITY AND COUNTY OF LOS ANGELES

3 ---oOo---

4 CHURCH OF SCIENTOLOGY
5 INTERNATIONAL, a California
6 not-for-profit religious
corporation,

CERTIFIED COPY

7 Plaintiff,

8 vs.

No. BC-052395

9 GERALD ARMSTRONG, THE GERALD
10 ARMSTRONG CORPORATION, a
California corporation, DOES 1
11 through 25, inclusive,

Defendants.

12 and related cross actions.

13
14
15 DEPOSITION OF GERALD ARMSTRONG

16 Volume VI-A - Pages 753 - 792

17 Thursday, August 18, 1994
18
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25 REPORTED BY: DAVID A. DISBROW, CSR NO. 7768

1 A. No. I have met him two or three
2 times.

3 Q. Okay. When was the first
4 conversation that you had with Mr. Young after the
5 time you had met him at the courthouse in
6 connection with the Wollersheim II case?

7 A. The next meeting was in Marin County.

8 Q. And can you approximate when that
9 meeting took place?

10 A. Last winter.

11 Q. From the time that you met Mr. Young,
12 after a period of years at the courthouse, from
13 the time of the meeting that you have just alluded
14 to, I take it there were no conversations?

15 A. No. I do believe that we did speak
16 by telephone.

17 Q. I want to go in sequence with respect
18 to any conversations whether they were on the
19 telephone or in person. So I'd like you to
20 describe the first telephone conversation you had
21 with Mr. Young after meeting at the courthouse?

22 A. I think that between the time of
23 meeting him in the courthouse, and when he came up
24 to San Anselmo, and we met up there, that there
25 were, that my communications with him involved

1 either personal matters like how are you doing,
2 and what are you doing in life, and the relating
3 of, coordinating of things between Mr. Young and
4 Mr. Greene. I think that I put him in touch with
5 Lawrence Wollersheim, and the extent of that would
6 have been telling him what I understood Lawrence
7 Wollersheim was doing and giving Von his phone
8 number or vice versa.

9 So I suggested that they communicate.
10 So I say that because, at that time, when I
11 communicated with Mr. Young, I learned of his, the
12 circumstances under which he left the
13 organization, a little bit, and what he had been
14 doing subsequently. And along the way, he
15 communicated, I guess, his apology -- he
16 apologized for, I guess, what he considered his
17 attack on me in his testimony in the Armstrong I
18 trial. So that was a piece of our initial contact
19 over the first few months after he made contact
20 with me which was right around the time of that
21 first meeting in the courthouse.

22 Q. Your first contact with him actually
23 was prior to seeing him at the courthouse, was it
24 not?

25 A. I believe -- my recollection is that

1 you, and he related to you that he was involved
2 with a disagreement with the Church of
3 Scientology?

4 A. I believe, you know, the word
5 "disagreement" is not part of it, but I did learn
6 that he had left in 1989, and had not told them
7 where he was going, and had essentially, hidden
8 out for a period of time.

9 He told me about, I guess, physical,
10 it could be even beatings like he was physically
11 pushed around, physically assaulted by both Starky
12 and Mrs. Miscavige, and that this was, this sort
13 of incident sort of led to the final break with
14 the organization. And then he really had just
15 gone away and done his own thing for a while and
16 ended up in Southern California.

17 And I don't know who put him in touch
18 with me, but he did -- he made contact with me and
19 I ended up staying in pretty good touch with him.

20 Q. Did you discuss with him any of your
21 history of your involvement with the Church of
22 Scientology?

23 A. We discussed -- the subject has come
24 up on occasion. The archives, you know, what I
25 did as a researcher -- his relationship to me

1 invaded some of the ironies, the way our paths
2 have continued to cross. That was really it.

3 Q. Did you have any other discussions,
4 other than what you've just described about your
5 mutual experiences when you were respective
6 members of the Church of Scientology?

7 A. Our mutual experiences were limited
8 to the time when we both worked together on the
9 archives project, so that's a time when, that we
10 shared, and we did talk about that.

11 We also talked about the freedom
12 articles which concerned me, and which Stacy had
13 been involved in, and Von to some degree, but
14 mainly the experience I guess which was most
15 significant to Mr. Young and myself was the trial
16 in front of Judge Breckenridge in 1994.

17 Q. And what did you discuss with Mr.
18 Young about that?

19 A. That is where he says he has, you
20 know, I'm not sure what word he used, but conveyed
21 to me that he's sort of had a harboring, a
22 passing --

23 Q. That was the regret that he --

24 A. Right.

25 Q. All right. Did you discuss, other

1 than the mutual times that you worked with Mr.
2 Young in the Church, did you discuss any other
3 aspect of your experiences when you were a
4 Scientologist just with Mr. Young?

5 A. I remember the subject of the Hubbard
6 Archive coming up, not so much in terms of what I
7 knew or what I uncovered or my observations or
8 somebody's because those were so well known, but
9 rather what happened to him subsequently which
10 related to that. So there was a link back to what
11 I had, you know, found, and the things which I had
12 communicated about my conversation applying to the
13 archive, and then -- but it was finally what
14 happened subsequent to my leaving the
15 organization.

16 Q. Okay. Leaving aside that it was
17 principally about what happened subsequent to your
18 leaving, did you discuss any other area of your
19 experience as a Scientologist with Mr. Young other
20 than what you've testified to already?

21 A. Yeah. I recall communicating with
22 him about the, my observations of the -- I guess
23 the technology, and the file efficacy, and the
24 significance of some of the procedures and
25 processes of Scientology and its affects on my

1 observation, of its affects on the human psyche.

2 Q. Other than that, and what you've just

3 testified to previously, do you recall any other

4 substantive discussions with Mr. Young on your

5 experiences or observations as a Scientologist?

6 A. I don't think so.

7 Q. Now, you testified earlier, that you

8 put Mr. Young in touch with Mr. Wollersheim and

9 told him how "We could get Mr. Wollersheim"?

10 A. I recall -- yeah.

11 Q. That was prior to the time that Mr.

12 Young appeared at the courthouse with the hearing

13 that you've testified to before?

14 A. I don't think so but -- I'm not sure.

15 Q. Around the same time?

16 A. It could have been no one or more the

17 other. No, there's no way without me going

18 inside. It was -- the two are not related

19 incidents.

20 Q. Well, is it your statement that even

21 after Mr. Young appeared at the courthouse, in

22 connection with a hearing in Mr. Wollersheim's

23 case, that you would have had to indicate how Mr.

24 Young could get in touch with Mr. Wollersheim?

25 A. Well, I remember doing it at one

1 get to it.

2 I don't want to go over ground we
3 covered already so I'm going to give a foundation
4 for my next question. And correct me if I'm
5 wrong, but you had a conversation or conversations
6 with Mr. Young. It preceded a meeting that you
7 had with him in San Anselmo; is that correct?

8 A. Yes.

9 Q. Now, not -- okay, am I correct?

10 A. Right. Between the time we
11 originally -- between the time of the meeting in
12 the Superior Court in Los Angeles, and the time
13 when we met in San Anselmo there were a number of
14 telephone communications.

15 Q. All right. Have you related to me
16 the substance of, that you can recall, of all
17 those conversations or have you left something
18 out?

19 A. Nothing that comes to mind.

20 Q. All right. Then you met Mr. Young in
21 San Anselmo?

22 A. Right.

23 Q. What were the circumstances of that
24 meeting?

25 A. He and his wife were traveling.

1 Q. Did they come to San Anselmo for the
2 purpose of seeing you?

3 MR. GREENE: Objection; calls for
4 speculation.

5 MR. HERTZBERG: If you know.

6 THE WITNESS: In part. I think they
7 were as much there to see Mr. Greene as they were
8 to see me, but Mr. Greene was gone and I was
9 there.

10 MR. HERTZBERG: Q. And when was that
11 meeting?

12 A. I believe in the winter.

13 Q. Of 1994?

14 A. '93 -- '94, yeah.

15 MR. GREENE: Winter starts on
16 December 21st.

17 MR. HERTZBERG: Thank you.

18 Q. And Mr. Young's wife is Stacey Young?

19 A. Yes.

20 Q. How long did that meeting last?

21 A. Through the evening. We went to
22 dinner, together, the three of us.

23 Q. What was the substance of your
24 conversation during that period that you met with
25 them, at that time?

1 A. Part of it had to do with what they
2 would both be doing in the future or had hopes of
3 doing. Part of it related to my litigation with
4 the or as it was, at that time, and what my
5 expectations were about what could or might
6 happen. And then I think just the regular
7 conversation of people haven't seen each other for
8 a long period of time and shared a common
9 experience.

10 Q. And that common experience was the
11 Young's, included the Young's involvement for a
12 period of time as Scientologists and yourself, as
13 well, correct?

14 A. That was the thing which originally
15 drew us together, right.

16 Q. And in that meeting, and at that
17 dinner that you had in San Anselmo, you spoke with
18 Von and Stacey Young about some of your
19 experiences as a Scientologist, did you not?

20 A. Although I have no recollection of
21 discussing any of my experiences, I have also no
22 recollection of, of withholding any of my
23 experiences, so it's my best guesstimate,
24 whatever, that it got touched on.

25 Q. And "it" being the subject of your

1 experiences in the Church of Scientology?

2 A. And my experiences in litigation
3 against it or my thoughts, opinions, and ideas.
4 subsequent to being involved.

5 Q. And did you discuss with Von and
6 Stacey Young your settlement with the Church of
7 Scientology?

8 A. Again, I have no recollection of
9 specifically discussing the settlement, but again,
10 I discussed my litigation, and the litigation
11 concerning the settlement. And I have been, you
12 know, favorably open and consistent if anyone has
13 an interest in that subject.

14 Q. And by "open and consistent," that is
15 if there are people that show an interest in that
16 subject, you feel no compunction discussing it,
17 correct?

18 A. Right.

19 Q. And now, when I say, "it," I mean
20 matters including your experiences as a
21 Scientologist, and your settlement with the
22 Church. Did you understand that to be, comprehend
23 my prior question?

24 A. Well, then it was -- I agree with
25 that now.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
Not-For-Profit Religious)
Corporation,)

Plaintiff,)

vs.)

Case No. BC-052395

GERALD ARMSTRONG, THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation, Does 1-25,)
inclusive,)

Defendants.)

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 that to the growing list?

2 MR. GREENE: That's down on the list.

3 MR. HERTZBERG:

4 Q. Using the same definition of document,
5 Mr. Armstrong, and for the same time period, did you send
6 any documents to Sally Jesse Raphael or any attorney
7 representing her in litigation or to any representative,
8 lawyer or otherwise, of a television network engaged in
9 litigation involving a show that she did on the subject of
10 Scientology?

11 MR. GREENE: Dickerson?

12 THE WITNESS: I have no recollection of
13 sending anything to any of the parties or individuals or
14 entities that you have mentioned.

15 MR. HERTZBERG:

16 Q. In the period between March, 1993 and the
17 present did you send any documents, using the same
18 definition of "documents" as I have given you previously,
19 to Richard or Vicki Aznaran?

20 A. I don't believe so.

21 Q. During the period between March, 1993 and
22 the present did you make any speech or present any talk on
23 the subject of Scientology to a group of two or more
24 persons?

25 A. Yes.

1 Q. And on -- what was the indication?

2 A. The one that comes to mind was a class at,
3 I think, Stanford.

4 Q. Stanford University?

5 A. Right.

6 Q. Do you recall when that speech or
7 presentation was made?

8 A. I think in the summer or fall, the fall of
9 1993.

10 Q. What was the circumstances of your making
11 that speech?

12 A. I was invited there by a -- an individual
13 on the faculty --

14 Q. Who was that?

15 A. -- and --

16 Q. I'm sorry. I didn't mean to cut off your
17 answer. Finish your answer, and then I'll ask you the
18 next question.

19 A. No, I think -- I think that's good.

20 Q. I don't --

21 A. I was just debating, you know, had debated
22 whether or not to -- to answer.

23 Q. Well, I'm asking you to answer.

24 A. Yeah. Yeah, I know you are, and I was
25 debating whether or not it was appropriate, but I think I

1 furnished at a later date when you have ascertained who it
2 is.

3 THE WITNESS: That would be fine.

4 MR. HERTZBERG:

5 Q. Do you remember the subject of your remarks
6 to the class at Stanford?

7 A. It had to do with Scientology. It had to
8 do with a statement of my history in Scientology, and then
9 it was answering questions that any of the students had of
10 me.

11 Q. And in answering those questions did you
12 discuss your experiences in the Church of Scientology?

13 A. Yes. In fact, as I say, my recollection is
14 that, prior to there being any questions, that was the
15 subject of my -- of what I said. I was asked initially
16 for my history in Scientology and my history with regards
17 to Scientology, and I laid that out first.

18 Then there was a series of questions, some of
19 which may have related to my experiences inside the
20 organization, some of which may not have.

21 Q. Did you receive any monetary compensation
22 for giving this speech?

23 A. No.

24 Q. Do you have any documents that reflect on
25 the circumstances of your giving this speech?

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

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CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
not-for-profit religious)
corporation,)
)
Plaintiff,)
)
vs.)
)
GERALD ARMSTRONG; DOES)
1 through 25, inclusive,)
)
Defendants.)
_____)

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Case No. BC 052395

DEPOSITION OF
GERALD ARMSTRONG
VOLUME V
PAGES 525 - 624

WEDNESDAY, MARCH 10, 1993

REPORTED BY: LYNN P. NYLUND, CSR NO. 3696

Mary Hillabrand, Inc.
520 Sutter Street
San Francisco, CA 94102

1 I haven't objected much in the non-Fifth
2 Amendment areas. I really don't want to but I will at
3 this time communicate my desire to you to just simply use
4 your skills to formulate a proper question, please.

5 MS. BARTILSON: Well, it is improper.
6 Objections are reserved, form questions are normally
7 reserved anyway. It is certainly improper to instruct
8 your witness not to answer based on an instruction based
9 on form.

10 I object to your obstruction of the
11 deposition. However, I will be happy to ask him
12 different questions.

13 Q. Mr. Armstrong, since October of 1992, have
14 you provided your knowledge to the Cult Awareness
15 Network?

16 A. Not specifically.

17 Q. Since October of 1992, have you provided
18 your knowledge to any member of the Cult Awareness
19 Network?

20 A. Not specifically.

21 Q. Have you generally?

22 A. Yes.

23 Q. What did you do?

24 A. I attended their conference in November in
25 Los Angeles.

1 Q. And what did do you at that conference in
2 November in Los Angeles that generally made your
3 knowledge available to them?

4 A. I spoke with people.

5 Q. Who did you speak with?

6 MR. GREENE: Objection. Right of privacy.

7 THE WITNESS: Associational privacy.

8 MS. BARTILSON: Are you instructing him not
9 to answer?

10 MR. GREENE: No.

11 THE WITNESS: I spoke with perhaps,
12 personally spoke with some 50 people. Beyond that I
13 would decline to provide the names of those individuals.

14 MS. BARTILSON: Q. With these
15 approximately 50 people, did you discuss experiences that
16 you had or that you claimed to have had with the Church
17 of Scientology?

18 A. Although I do not specifically recall
19 discussing my experiences, I was willing to answer those
20 people's questions regarding my experiences.

21 Q. Did any of those 50 people ask you questions
22 concerning your experiences?

23 A. Yes.

24 Q. Did you answer their questions?

25 A. To the best of my ability.

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE CITY AND COUNTY OF LOS ANGELES

3 ---oOo---

4 CHURCH OF SCIENTOLOGY
5 INTERNATIONAL, a California
6 not-for-profit religious
corporation,

CERTIFIED COPY

7 Plaintiff,

8 vs.

No. BC-052395

9 GERALD ARMSTRONG, THE GERALD
10 ARMSTRONG CORPORATION, a
California corporation, DOES 1
11 through 25, inclusive,

Defendants.

12 and related cross actions. /
13

14
15 DEPOSITION OF GERALD ARMSTRONG

16 Volume VI-A - Pages 753 - 792

17 Thursday, August 18, 1994
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25 REPORTED BY: DAVID A. DISBROW, CSR NO. 7768

1 were three meetings in all?

2 A. I think that there were just three.
3 And it may be that there is one that was, that
4 isn't coming to mind, but that's only because it's
5 not coming to mind, and that's why I hesitated
6 about four, but I know of them.

7 Q. The three being the encounter at the
8 courthouse --

9 A. Right.

10 Q. Meeting at the dinner in San Anselmo,
11 and the one I haven't asked you about?

12 A. Right.

13 Q. Tell me the circumstances of that
14 encounter.

15 A. That was at the Lewis, D'Amato law
16 firm, and I went to -- I was down in Los Angeles
17 for, I believe, a hearing, and after I was done at
18 the Superior Court, I had some other work there in
19 the courthouse. We were checking my file for some
20 money, but I had some business at the courthouse,
21 and then I walked over to the Lewis, D'Amato firm
22 and met there with Von, Stacey and Hannah. And it
23 may have been that Graham Berry was also there or
24 he was at least in the area.

25 And we greeted each other, and then

1 the, at least four of us went to lunch nearby.

2 Q. And the four includes whom:

3 Yourself --

4 A. Myself, Von and Stacey and Hannah.

5 Q. Hannah being Hannah Whitefield?

6 A. Right. And Graham also may have been

7 there. He may have been there for part of that.

8 Q. Graham? Graham Berry?

9 A. Right.

10 Q. Right. Mr. Berry doesn't represent

11 you, does he?

12 A. No.

13 Q. And he's never represented you, has

14 he?

15 A. No.

16 Q. On the occasion of a hearing which

17 you referred to was that a hearing in one of your

18 cases?

19 A. I believe so.

20 Q. Was that at the time that the Court

21 of Appeal heard argument on your -- was that the

22 conversation of the hearing when the Court of

23 Appeal considered your appeal of Judge Sohetian's

24 opinion in this case?

25 A. It might have been or it may have

1 been on the occasion of some other event, but it
2 may have been, at that time.

3 Q. Can you tell us what month you think
4 this was in, the meeting occurred?

5 A. It was not that long ago. Probably
6 in the spring of this year to my recollection.

7 Q. And what was the substance of
8 conversations that occurred while you were with
9 Von and Stacey Young on the occasion of the
10 meeting at the Lewis, D'Amato firm?

11 A. My recollection is that it
12 principally concerned the Fishman case, and that
13 around that time Scientology had either dismissed
14 the case or found something to dismiss the case or
15 it was in that stage toward the end of the
16 litigation. And the communications -- the only
17 ones which stand out were on that subject.

18 Q. And what stands out? Tell me what
19 stands out.

20 A. That there was a dismissal in
21 progress, that had been filed, it was waiting for
22 a hearing. It may have even been that they were
23 waiting for a ruling on fees and costs. I'm not
24 sure of the consequence. I heard of these events
25 as they transpired, and my recollection was that

1 we communicated about that during the brief time I
2 was there for lunch.

3 Q. What did you say during these
4 discussions?

5 A. I don't know. Nothing specific comes
6 to mind.

7 Q. You can't recall anything that you
8 said during these discussions?

9 A. Like I say, this was, as far as I can
10 recall, what the discussions were about. There
11 may have been other details that flowed across the
12 lunch table, you know, how you doing in life,
13 what's new, that sort of thing.

14 Q. Did you offer to furnish a
15 declaration to either the Lewis, D'Amato firm or
16 any client it was representing in the litigation?

17 A. At some point, I did -- I can't tell
18 you if it was before or after that. I think they
19 already had a copy of my declaration regarding,
20 you know response to Davis Miscavige's
21 declaration, and that was acknowledged by
22 somebody.

23 I remember Hannah mentioning that she
24 had read it, so that was -- but I don't recall, at
25 this point, in the declaration which I provided

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CHURCH OF SCIENTOLOGY)
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vs.)

Case No. BC-052395

GERALD ARMSTRONG, THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation, Does 1-25,)
inclusive,)

Defendants.)

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By:

Rosalie E. Stefani
CSR No. 3215

1 those events.

2 Q. And does the reference to psychosis reflect
3 that you spoke with Mr. Berry on January 4th, 1994 about
4 your perception of psychosis suffered by various
5 individuals when you were a scientologist?

6 A. It -- it is, as I say, very possible that
7 those subjects were discussed. Those were the subjects of
8 the questionnaire.

9 Q. Okay, when you referred to this
10 questionnaire are you referring to what is -- the term
11 referred to in this document as the Scientology
12 questionnaire ?

13 A. Right, the questionnaire that FACT
14 published. That's what I assumed is being referred to in
15 this.

16 Q. And what questionnaire did FACT publish?

17 A. It published a fact -- or it published a
18 questionnaire on these subjects, suicide and psychosis.

19 Q. The Church of Scientology?

20 A. Right.

21 Q. What is FACT, for the record?

22 A. It's the acronym for Fight Against Coercive
23 Tactics, and it is -- my understanding of it is that it is
24 a computer database and bulletin board service and a --
25 essentially a computer-based service.

1 United States, and he called me in the hope of getting
2 together and visiting with me.

3 Q. And I take it from your construction of
4 that last response that he hoped in vain?

5 A. Right.

6 Q. Did you discuss any aspects of his case on
7 that occasion?

8 A. I have a recollection of discussing the
9 time of his case, and that is -- when I say that I'm
10 talking about the -- the timetable when his trial might be
11 set for, that sort of thing.

12 Q. Do you recall any other aspect of that
13 conversation?

14 A. No.

15 Q. Mr. Armstrong, you referred earlier to an
16 organization by the acronym of FACT, F-A-C-T?

17 A. Yes.

18 Q. Did you have any role in the organization
19 of that entity?

20 A. I was an incorporator, I believe, and
21 became the president of FACT.

22 Q. When did you first become involved in any
23 fashion with the formation or existence of FACT?

24 A. I think it was very close to the time of
25 incorporation, and that was in perhaps June or July of

1 1993.

2 Q. And what were the circumstances of your
3 involvement?

4 A. Mr. Wollerschiem approached me about
5 participating in the form that I did or about
6 participating in other forms, and I advised him to what
7 degree I felt I could participate. And, as a result of
8 that, he -- he put me on as the president and had sent me
9 some of the incorporating documents and related documents
10 to sign as an incorporator or director.

11 Q. When you say "Wollershiem,"
12 Mr. Wollersheim, you're referring to Lawrence Wollersheim?

13 A. Yes. Yes.

14 Q. Did he initiate this dialogue with you by
15 telephone or in person?

16 A. I believe by telephone.

17 Q. Did you have any meetings face to face in
18 addition to telephone conversations with respect to this
19 subject?

20 A. I don't recall if there were any specific
21 -- if there were any meetings like that face to face at
22 that time. I don't think there were.

23 Q. In these initials conversations with
24 Mr. Wollersheim what was the gist of any discussion about
25 the purpose of FACT?

1 with respect to the purpose of FACT, et cetera, I won't
2 allow him to answer those.

3 MR. HERTZBERG:

4 Q. Without conceding that we're not entitled
5 to get an answer to the question as posed and objected to,
6 I will ask as a follow-up question using the formulation
7 that your counsel just gave -- what was your
8 understanding, Mr. Armstrong?

9 A. It was to -- the purpose was to create an
10 electronic means of assisting the battle against harmful
11 mind control in its various forms and through its various
12 arms, one of which -- and undeniably a major one in my
13 life -- was Scientology.

14 Q. And the battle, as you put it, against mind
15 control involved persons including involvement of persons
16 who were engaged in litigation with various church
17 entities, Church of Scientology entities?

18 A. The battle against mind control of that
19 nature is waged in virtually every forum.

20 Q. And that includes the courts?

21 A. But the -- but the FACTS part was the
22 electronic aspect of it. FACT was not a litigation answer
23 to Scientology. That's what lawyers do. This is the
24 electronic backup to that particular war.

25 Q. Okay, insofar as you refer to an electronic

1 backup, you're referring to the furnishing of data and
2 information, correct?

3 A. The gathering, the computerizing, the
4 coordination, the distribution, all of the things which
5 can be done with an electronic, computerized database and
6 means of accessing and researching in the middle of that.

7 Q. And, insofar as that database and
8 accessibility to those facts were going to be created by
9 FACT, you understood that one of the ways that that
10 information would be utilized would be by persons engaged
11 in litigation with various Church of Scientology entities
12 who are beneficiaries of the settlement agreement, exhibit
13 six in this case, correct?

14 MR. GREENE: Object. Boy, it's compound.
15 In part it calls for a legal conclusion. You can answer
16 the question if you understand it.

17 MR. HERTZBERG: Go ahead.

18 THE WITNESS: Although I did not consider
19 that specifically or gave it very little thought, I did
20 not eliminate any use in any forum from what could result
21 from the creation of an entity such as I understood FACT
22 might be.

23 MR. HERTZBERG:

24 Q. Did you discuss with Mr. Wollersheim
25 whether the information that would be assembled for the

1 THE WITNESS: I know you are not interested
2 in that, but that's what comes to mind.

3 MR. HERTZBERG: Let me ask the question.

4 THE WITNESS: Since I've seen that I have
5 not gone back and checked whatever it was that's being
6 referred to in the FACT documents to see whether or not
7 that allegation was true but, again, I have no reason to
8 doubt that it was included in FACT'S papers. And I,
9 myself, would not do anything to limit FACT accessibility
10 to that group of individuals or people.

11 MR. HERTZBERG:

12 Q. Mr. Armstrong, did there come a time when
13 you personally furnished data to FACT for inclusion in
14 their database?

15 A. Yes.

16 Q. All right, when did you begin to do that?

17 A. I would say sometime in the fall of -- fall
18 of 1993.

19 Q. And what was the procedure that you
20 followed wherein you were able to accomplish that
21 objective?

22 A. I forwarded certain of my declarations.

23 Q. To whom?

24 A. I believe those went to FACTNET, and I
25 don't -- I don't recall to which FACTNET address they went

1 at that time, but they -- they did go to one of the
2 FACTNET addresses.

3 Q. You have just referred to a "FACTNET." Is
4 there a difference between FACT and FACTNET?

5 A. No, actually, --

6 MR. GREENE: Hold on just a second. To
7 whatever extent the question -- the response would call
8 for a legal conclusion, I object. Go ahead and answer it.

9 THE WITNESS: Okay. It is called,
10 actually, by both names. And, originally, it was known to
11 me as FACT, and it sort of grew up as FACT in my mind. I
12 think that it has grown to become known as FACTNET, and I
13 think that that is also -- also, it's more or less an
14 official name. It may be FACTNET, I think, but, in any
15 case, FACT or FACTNET, I'm referring to the same entity
16 although it went through a transformation through time.

17 MR. HERTZBERG:

18 Q. Did you mail the documents that you have
19 referred to or did you have them delivered in some other
20 fashion?

21 A. I believe that they were mailed.

22 Q. By yourself?

23 A. My recollection is, yes.

24 Q. Do you know whether they were addressed to
25 a particular person?

1 A. I'm not certain if they just went to the
2 FACT address, and I'm not sure what that even was at the
3 time, but I may be able to discern that as well.

4 Q. By reviewing records?

5 A. I may be able to tell through some record.
6 I'm just not certain if a coverletter was made or kept of
7 that material.

8 MR. HERTZBERG: Mr. Greene, would you
9 search for that coverletter and, if it exists, produce it?

10 MR. GREENE: Yes, absolutely.

11 MR. HERTZBERG:

12 Q. Okay. Mr. Armstrong, what declarations did
13 you include in this mailing?

14 A. I can't identify them all right now, but it
15 included those that I had easily accessible at that time,
16 my statements through the litigation.

17 Q. Did it include any declarations that had
18 not been previously filed in court?

19 A. I don't believe so.

20 Q. Other than declarations what other
21 documents did you mail or otherwise deliver to FACT?

22 A. I don't know if there were -- there was a
23 group of materials relating to Gene Ingram.

24 Q. What materials were those?

25 A. There was --

1 Q. I'm sorry, go ahead.

2 A. Those were all documents that I had -- I
3 had put together relating to Ingram.

4 Q. Consisting of what kinds of documents?

5 A. Documents relating to the \$2,000,000 check
6 deal, Michael Flynn, documents relating to his history in
7 the LAPD, documents relating -- yeah, those were the main
8 areas. It mainly concerned the Flynn -- the Flynn
9 frame-up story.

10 Q. Any other documents relating to Ingram?

11 A. Oh, there were -- there were documents
12 relating to the Armstrong videotape operation, the
13 Armstrong operation, so although that involved the Flynn
14 operation, the Ta-Mi-Mi (phonetic) operation -- the
15 Ta-Mi-Mi operation, I think, in my mind there's a
16 separation of them.

17 Q. When you refer to the Armstrong videotape
18 operation are you referring to the discussion in which you
19 were -- among other things said "just alleged," is that
20 the one?

21 A. No, I think you -- I think you have got it
22 -- you have got it mixed up with something that you have
23 just alleged, but --

24 Q. Well, what?

25 A. But you're thinking --

1 Q. Those words are not uttered by you on the
2 videotape?

3 MR. GREENE: Hold it. Hold it.

4 Mr. Armstrong, will you please slow down for a minute.

5 I will object to that particular question and
6 instruct the witness not to answer it unless he actually
7 reviews the videotape -- has an opportunity to review it
8 before answering the question.

9 MR. HERTZBERG:

10 Q. Mr. Armstrong, other than the declarations
11 that you have referred to and the materials originally
12 identified as the Ingram operation, which you have
13 testified to, what other documents did you submit to FACT?

14 A. I sent FACT a copy of my letter to Lubell.
15 I sent FACT a resignation letter, and I think that's all.

16 Q. And which, in the resignation letter, you
17 resigned from FACT?

18 A. Right.

19 Q. We'll get to that in a moment, but can you
20 state with certainty or near certainty that you have just
21 described the entirety of the documents that you submitted
22 to FACT?

23 A. There may have been other documents, but I
24 have no present recollection of them and, if there were,
25 they -- my present recollection is that they were minimal

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
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CHURCH OF SCIENTOLOGY)
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Case No. BC-052395

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DEPOSITION OF GERALD ARMSTRONG

Volume VIII

Pages 946 - 1063

THURSDAY, OCTOBER 20, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 which I sent to them which really are contributions to
2 their database. And there's -- there are certain -- my
3 understanding is that part of FACTNET's existence depends
4 on and involves the protection of the sources for its
5 database.

6 And so I want to do what is correct so that I
7 am not doing something to jeopardize that or to do the
8 wrong thing. So I want to get a consultation with regards
9 to that.

10 Q. I can't obviously prevent you from
11 consulting.

12 A. Right.

13 Q. That's your right. And we will resolve the
14 issue of your production after you've consulted with your
15 counsel. I'm merely asking you some questions so I
16 understand what materials you will be consulting your
17 counsel about.

18 A. Right. And it is those two lists of
19 materials.

20 Q. I want you to elaborate with respect to those
21 two classes, however.

22 A. Okay.

23 Q. With respect to what you've called the
24 correspondence, do you know what time period that
25 correspondence covers?

1 A. It would be from, I believe, July or
2 perhaps -- but I believe July of 1993 through -- through
3 the point of my resignation as a director and president of
4 FACTNET in January 1994.

5 Q. And would that correspondence include letters
6 from Gerald Armstrong to others, as well as correspondence
7 from others to Gerald Armstrong?

8 A. My recollection is that other than the --
9 that my signing of documents, which were sent to me, and
10 the return of those documents, that what I'm talking about
11 is documents to me in my capacity as a director.

12 Q. From others?

13 A. Correct.

14 Q. Within this group of documents are there any
15 letters from Gerald Armstrong to others?

16 A. Other than that exception which I gave you,
17 that is, that I -- I believe that within that there were
18 documents which I signed and returned. But they were
19 not -- none of those are documents, to my recollection,
20 which were originated or generated by me.

21 Q. About how many separate documents comprise
22 this first category of FACTNET documents?

23 A. Although I have not counted them, I would
24 estimate that there were in the neighborhood of 10 to 15.

25 Q. With respect to the contributions made by you

1 to the FACTNET database, what was the time period
2 encompassed?

3 A. I believe that it would have all been within
4 the last year. And although I do not have specific dates
5 in mind, the earliest, I believe, would have been in the
6 winter of 1993, 1994. And then the -- perhaps the spring
7 of 1994.

8 MR. HERTZBERG: Let's go off the record for
9 one moment.

10 (Discussion off the record.)

11 MR. HERTZBERG: Q. What was the nature of
12 the contributions that you made during that period to the
13 FACTNET database?

14 MR. GREENE: When you say nature, could you
15 be a little more specific, please.

16 MR. HERTZBERG: Yes, I would like to know the
17 subject matter or the contents, in general, general terms.

18 THE WITNESS: Okay.

19 MR. HERTZBERG: Q. Very general terms.

20 A. Right. And I will give them to you in
21 general terms.

22 My recollection is that it included
23 declarations written by me and perhaps other writings
24 originated and written by me, and it included documents
25 which I had possessed and assembled.

1 So a lot of those documents could have been
2 exhibits to my declarations or they could have been in
3 another form, that is my recollection of the nature of all
4 of the documents which I -- which I sent.

5 And I believe that there were two, although
6 there may have been three occasions on which I sent
7 documents, which I possessed in one form or another, to
8 FACTNET for its database.

9 Q. Approximately, how many documents in total
10 would comprise this category of contributions you made to
11 the FACTNET database?

12 A. I think that it would be in the neighborhood
13 of two to three inches of documents.

14 Q. When you refer to the declarations that you
15 contributed to the FACTNET database, were any such
16 declarations declarations of yours that had not been
17 previously filed in the public record?

18 A. I don't believe so.

19 Q. When you refer to other writings, I assume
20 you mean writings other than declarations. What would be
21 the nature of those other writings?

22 A. There may have been cover notes or cover
23 letters to the documents. That's the only thing that I
24 can think of that was not a declaration. But I can't
25 presently recall everything, but I believe that if there

1 were anything, that it would have been cover letters or
2 notes of some kind like that.

3 Q. When you refer to other documents, assembled?

4 A. Or they may have been included within
5 exhibits to the declarations, or as part of the whole
6 package or packages, letters. And although I don't have a
7 specific recollection of a specific letter or even a
8 specific declaration, they could, you know, because
9 letters are often exhibits to declarations, so could have
10 been something like that. But I have no recollection of a
11 specific creative work or some, you know, a book or a
12 manuscript or a treatment for a screenplay that went to
13 FACTNET.

14 Q. Is your last answer that you just gave
15 responsive to my question about other documents assembled,
16 is that what you --

17 A. Well, you asked specifically about what were
18 the other documents which I had written, and I was trying
19 to give you my best recollection of what even could be
20 there.

21 Q. Did your contribution to the FACTNET database
22 include documents that you assembled which you had not
23 written yourself?

24 A. Yes.

25 Q. Would you tell us the nature of those

1 documents?

2 A. It's my recollection that certain, if not
3 many, exhibits to my declarations were not written by
4 myself. So there are certain documents which fit into
5 that category.

6 And then there are certain documents which
7 are an assembly of documents which are not directly
8 related to a declaration, which also include documents not
9 written by myself.

10 Q. And you gathered those?

11 A. Right, I assembled them.

12 Q. Did anyone ask you to make this contribution
13 to the FACTNET database?

14 A. Yes.

15 Q. Who was that person or who were those
16 persons?

17 A. Lawrence Wollersheim.

18 Q. Anyone else?

19 A. I don't believe so.

20 Q. When did Mr. Wollersheim first ask you to
21 make a contribution to the FACTNET database?

22 A. My recollection is that it was not long
23 after, and may have even been before, because the subject
24 had been discussed on many, many occasions or it has been
25 a -- it is what FACTNET is about. So it has been there as

1 a concept in written communications and in FACTNET's and
2 in conversations as well directly with Mr. Wollersheim.

3 Q. When?

4 A. The earliest that you asked -- he asked about
5 it and I answered that was around not long after FACTNET
6 incorporated and it could have been even before.

7 Q. Was this request by Mr. Wollersheim in
8 writing or oral?

9 A. I believe that it has been in writing,
10 although not, my recollection is, directed specifically at
11 me. But generally that that is what FACTNET is doing and
12 here's an opportunity to do this, and this is what FACTNET
13 wants, so in that sense generally in writing. And then I
14 also believe that Mr. Wollersheim and I had a discussion
15 by telephone.

16 Q. Do you know when that conversation -- do you
17 recall approximately when that conversation took place?

18 A. My recollection is perhaps the fall of 1993.

19 Q. As best you can recall, what did Mr.
20 Wollersheim say to you and what did you say to him during
21 this call?

22 A. I do not recall specifically what was said.
23 But I know that Mr. Wollersheim did request that I send my
24 declarations. And I don't recall if they were specific
25 ones, although I believe that they were not specifically

1 requested, that it was a general request and I sent him
2 general -- generally my declarations.

3 Q. When you made your contributions to the
4 FACTNET database you understood that there was a purpose
5 for the assembly of the database, did you not?

6 A. Yes.

7 Q. And that purpose included providing access to
8 materials for persons who were engaged in litigation with
9 various Church of Scientology entities; correct?

10 A. I would say yes.

11 Q. And that purpose also included making
12 information available to persons who might be
13 contemplating pressing claims against various Church of
14 Scientology entities; correct?

15 A. Although I did not specifically have that in
16 mind, I certainly recognize that that is a possibility.

17 Q. At the time that you furnished these
18 materials to FACTNET, did you occupy a corporate position
19 with FACTNET?

20 A. I may have for part of it, and I believe I
21 did not for another part of it.

22 Q. Did you speak to Graham Berry about the
23 existence of FACTNET and the information that was being
24 gathered by FACTNET?

25 A. I don't believe so.

1 organization, and that this was a conflict which I viewed
2 as something that something could be done about.

3 Q. That conflict included court cases, did it
4 not?

5 A. It certainly included my own. And as I say,
6 just as a concept, the use of litigation, the use of
7 lawyers and the use of the courts to harass includes
8 potentially all of Scientology's litigation.

9 Q. Didn't the Scientology litigation, and what
10 you referred to as conflicts, also include suits brought
11 by individuals against various Church of Scientology
12 entities?

13 A. In the sense that those suits are reflective
14 of the Scientology situation and the Scientology conflict,
15 yes.

16 Q. Mr. Armstrong, you also testified that you
17 thought it would be beneficial to you personally to refer
18 Mr. Young to FACTNET. In what sense would you so benefit?

19 A. I believe that FACTNET could potentially play
20 a tremendous part in the resolution of my conflict with
21 Scientology. And it would do that by evening the playing
22 field to some degree, and by the creation of a facility
23 which, although it could never be equivalent to
24 Scientology's intelligence and computer network and so on,
25 at least would be something to counteract the

1 organization's system.

2 And I felt that Mr. Young had both the
3 history and the expertise to help make FACTNET work, and
4 would be a -- I thought could be a point of some stability
5 and understanding within FACTNET and also provide FACTNET
6 with some good media understanding, an expertise.

7 Q. Other than Mr. Young, did you ever refer
8 anyone else to FACTNET?

9 A. I have a recollection of mentioning FACTNET
10 to a media person. And it -- I believe that it will come
11 to me as I consider it just for a second.

12 And I also believe that in the communication
13 the person said, oh, I already know about them and I've
14 been in touch with them. But.

15 Right now I can't -- it doesn't come to me
16 clearly who it is, although it easily may have been Rick
17 Cusick of Gauntlet magazine.

18 Q. If you come to a better recollection at any
19 point in this proceeding, would you please just alert me?

20 A. Yes.

21 Q. Thank you.

22 From the time that you became a corporate
23 officer of FACTNET to the present, has anyone ever
24 contacted you because, to your understanding, they became
25 aware of your involvement with FACTNET?

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IN AND FOR THE SUPERIOR COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

CERTIFIED
COPY

Plaintiff,

vs.

Case No. BC 052395

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

DEPOSITION OF
GERALD ARMSTRONG

Wednesday, June 24, 1992

REPORTED BY: SUSAN M. SKIGEN, CSR #5829

1 since, since '89.

2 Q. Okay.

3 A. When, I mean, I have, I have absolutely no
4 intention of honoring that settlement agreement. I
5 cannot. I cannot logically. I cannot ethically. I
6 cannot morally. I cannot psychically. I cannot
7 philosophically. I cannot spiritually. I cannot in any
8 way. And it is firmly my intention to not honor it.

9 Q. No matter what a court says?

10 A. No court could order it. They're going to
11 have to kill me.

12 Q. Well, let's just hope we don't have to turn
13 this into a death penalty case.

14 A. Into a what?

15 Q. A death penalty case.

16 A. Right, but you guys would.

17 Q. I'm not the one who stands up and pounds
18 the table and screams at people in this deposition, your
19 lawyer is. If I were to stand up at this deposition and
20 scream at you to shut up, would you consider that to be
21 an act of fair game?

22 A. I consider the whole thing --

23 Q. I know, but if I were to stand up and yell
24 at to you shut up, would you consider that to be fair
25 game?

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare

1. I am making this declaration to respond to the application (App.) of the Church of Scientology International, hereinafter referred to, along with the rest of Scientology's command and control structure, as "the organization," for an order to show cause why I should not be held in contempt of court, and to the declaration of Laurie J. Bartilson (LJB Dec.) dated December 31, 1992 on which said application is based.

2. Judge Breckenridge stated in his decision filed June 22, 1984, in the case of Scientology v. Armstrong, Los Angeles Superior Court No. C 420153, hereinafter referred to as Armstrong I, affirmed on appeal in Scientology v. Armstrong (1991) 232 Cal. App. 3d 1060, 283 Cal. Rptr. 917, that:

"[i]n addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the [organization] whom it perceives as enemies. The organization clearly is schizophrenic and paranoid..."

Ms. Bartilson is a member of the Scientology organization.

3. Ms. Bartilson states that on June 24, 1992 during a deposition in this litigation I asserted that I would never comply with the order of the Honorable Ronald M. Sohigian dated May 28, 1992, hereinafter referred to as the "Sohigian ruling,"

which denied in part and granted in part the organization's motion for a preliminary injunction brought to enforce the December 1986 "Mutual Release of All Claims and Settlement Agreement," hereinafter referred to as the "settlement agreement." (App. p. 3, l. 3; LJB Dec. p. 2, para. 4) When I state at page 124 of the June 24 deposition transcript that I have "absolutely no intention of honoring that settlement agreement," I mean exactly that. I do not mean the Sohigian ruling and Ms. Bartilson is something indiscernibly different from dishonest to so state in her sworn statements. The settlement agreement cannot be enforced, it is impossible for me to honor it, and Judge Sohigian refused to enforce it.

4. Ms. Bartilson states that on October 7, 1992, during a deposition in this case, I confirmed that I indicated to Los Angeles Times reporter Robert Welkos my intention not to comply with the Sohigian ruling. (App. p.4, n.4) Ms. Bartilson also states that my testimony from that deposition, which she quotes in her declaration, is an acknowledgement by me of my intention to wilfully disobey the terms of the Sohigian ruling. (LJB Dec. p.4, para. 5) There is not one word in my deposition testimony she has quoted, nor anywhere else, that would indicate to anyone with eyes to see, an intention by me to disobey the Sohigian ruling. My statement concerning the injunction, which Ms. Bartilson has quoted but woefully misinterpreted means only this: the organization moved the LA Superior Court for an order to enjoin me from doing anything not permitted by any or all of the

conditions and prohibitions of the settlement agreement; the Sohigian ruling enjoins me from doing certain things, but specifically denies the organization's motion as to all the agreement's conditions and prohibitions except said certain things. The organization did not appeal that ruling; therefore I am free from the potential of an order which could have enjoined me from doing those things which are prohibited by the language of the settlement agreement but not prohibited by the much narrower Sohigian ruling.

5. Ms. Bartilson states that I have threatened in my letter of December 22, 1992 that if I am not paid \$500,000 and this lawsuit dismissed I intend to travel to South Africa to testify against a church of Scientology. (App. p.4, l. 12; LJB Dec. p. 8, para. 15, 16) My letter contains no such threat, nor any threat, other than the affirmation, which should not be perceived as threatening, that I will not be intimidated by the organization's threats into not living my life and not helping its victims. Ms. Bartilson should rejoice at that fact because there very easily may come a time when she will perceive herself, having been forced by her organization's leader to commit so much perjury and attack so many innocent people of good will in violation of all the ethical standards expected by our society of officers of the court, as a victim, and will herself look for understanding and help from people her organization has not been able to intimidate. Only the resolution of the Malcolm Nothling litigation will keep me from travelling to South Africa to

testify at his trial. I have already been subpoenaed to testify at that trial and I have promised Mr. Nothling that I will appear to testify. The \$500,000 is not for me but is my estimate of what my fees and costs are to date in the instant case. Pursuant to the settlement agreement, the prevailing party in any effort to enforce the agreement is entitled to the costs of suit and reasonable attorney's fees. I have already prevailed in this case, in that by the unappealed Sohigian ruling I have been freed from all the prohibitions of the settlement agreement, except the narrow restriction of my right to provide testimony to claimants or intended claimants against the organization unless pursuant to subpoena. The \$500,000 is unrelated to the Nothling litigation, but is what I considered was required in order to peacefully and rationally end the Armstrong litigation without a trial and without a significant human catastrophe. The organization has, however, rejected my offer to settle this and any other cases, so my offer and the whole December 22 letter did not directly or indirectly assist anyone, thus cannot logically be considered a violation of the Sohigian ruling. I am not displeased to not have this case or the Nothling case dismissed because they will run the course most useful to God, and that may well include the catharsis of public trials.

6. Ms. Bartilson states that I intend to voluntarily assist anyone and everyone opposing Churches I can locate. (App. p. 4, l. 16; LJB Dec. p. 8, para. 16) This is silly. I don't oppose churches, and I don't know anyone who opposes churches.

In fact, in 1966 I founded a church, which, having expanded its membership more than thirty times in less than seven years, is one of the world's fastest growing, a fact which probably explains why the organization opposes it so religiously, since it claims and desires to be the world's fastest growing church. L. Ron Hubbard, whom I knew, opposed churches and opposed religion itself, and his organization, reflecting his schizophrenia and paranoia, opposes churches and religion, but Mr. Hubbard has disappeared and I am not attempting to locate him. In fact I am not even attempting to locate anyone opposing Ms. Bartilson's non-church organization. Anyone I am to communicate with will be led to me. It very well may be that at this period of my life some of these people will be those who oppose the non-church nature of the Scientology organization, but that is not surprising because people of good will everywhere oppose such a nature, and there are such people of good will everywhere.

7. Ms. Bartilson states that I express in my December 22 letter the viewpoint that the Sohigian ruling places no restrictions whatsoever on my conduct. (App. p.5, l. 1; LJB Dec. p. 8, para. 16) The very words Ms. Bartilson has excerpted from my letter to support her charge show that I do consider that the ruling does restrict my conduct. "I consider myself free to do anything anyone can, except testify absent a subpoena." Ms. Bartilson is also aware that I have appealed the Sohigian ruling for the reason that it does restrict my conduct, in fact acts as an unconstitutional prior restraint on my right to speak, and

that, even though the restriction is limited to my not being able to testify on behalf of claimants or intended claimants against the organization except pursuant to subpoena, I consider that injunction illegal as it is obstructive of justice and uses the authority and powers of the judiciary to assist vexatious and criminal litigants. The Sohigian ruling does not prohibit my association with and befriending of all those people I consider the organization attacks unjustly and senselessly, does not prohibit my making my knowledge and support available to the Cult Awareness Network, hereinafter referred to as "CAN," in the litigation the organization has fomented against CAN, and does not prohibit my making my knowledge and support available to entities like Time and people like Rich Behar in their defenses from the organization's attacks. Nowhere does the Sohigian ruling state that I may not help those individuals or groups against whom the organization or its agents is litigating a claim or intending to litigate a claim. Nowhere does the Sohigian ruling state that I must sit by while the organization lies, cheats, abuses innocent people, attacks justice and perverts religion.

8. Ms. Bartilson states that a paragraph she quotes from my December 22 letter makes plain what she calls my personal contempt for a court which would rule against me. (App. p. 5, l. 10; LJB Dec. p.9, para. 19) This is a wild and crazy concoction. What I stated, and what I believe is obvious in our system of jurisprudence, and far from contemptible, is that no court will

order me to not defend myself. I have been sued by the organization and I am therefore a defendant. If there comes a day when defendants are not permitted by our courts to defend themselves, then our courts will be deserving of society's contempt. Although the organization, which, pursuant to its own policy, uses our courts to harass its perceived enemies and waste people's time, money and lives, works for that day, I am not worried about that day's arrival. At this time I continue with faith in God Who will not let Justice be no more and Who will not leave me defenseless. I am not unaware that judges are human, that some have been compromised and corrupted, and that bucks, babes and bull are common mechanisms to effectuate judicial compromise and corruption. I am also not unaware that the organization has a widely known and occasionally publicized history of contempt for our judicial system and contumelious efforts to compromise and corrupt our judiciary. Here, not only does the organization seek to have this Court prevent me from defending myself by, inter alia, publicly speaking the truth and helping the organization's victims, it presses to have me punished for speaking and helping.

9. Ms. Bartilson makes much of the fact that I continue to work as a paralegal in the office of Ford Greene who represents various people in organization-related litigation. (App. p. 6, l. 6; LJB Dec. p. 4, para. 6) Yet it is the organization which has made it necessary for me to work in Mr. Greene's office. Wherever I go, until the organization publicly and honestly

repudiates "fair game," it will target me and use its intelligence network and operations, legal machinery and self-serving madness to destroy me. No employer, other than one who understands this organization's motives, means and madness, can recognize and withstand its covert and overt attacks. The organization puts at risk, because of its pervasive and calculated hatred of me and its determination to destroy me, any employer who would hire me. In 1982 its PIs staked out the law firm where I worked, embarrassed me, terrified my fellow employees, and it harassed my lawyer employers, including the firm's senior partner, with frivolous depositions. The organization attacked my next employer, Michael Flynn, with some fifteen lawsuits, bar complaints, framed him with the forgery of a \$2,000,000 check, ruined his marriage and finally induced him to desert me in order to end the attacks. In 1991, the organization sued another lawyer, Joseph A. Yanny, for daring to represent me in litigation. Mr. Yanny didn't represent me and the litigation existed only in the organization's mad imagination. The organization has now initiated an attack on yet another of my lawyers, Michael L. Walton, subpoenaing him for a frivolous deposition, demanding the production of his personal files and client files, threatening to take his house, and disrupting his life. The organization has subjected Ford Greene to false bar complaints, constant surveillance, and a scheme in which organization lawyers tricked his clients, the Aznarans, into firing him as their lawyer. It sent an agent to get close

to him, get into his office by deception and steal his client files. The organization will do whatever it can to compromise me, any employer and any lawyer, and ruin any relationship of any kind I may develop with anyone. The organization's malice is certainly demonstrated in this effort to have me held in criminal contempt. Based on lies and perversions it wants me jailed for opposing its antisocial acts, and living my own life. I have no doubt that the organization leaders have plotted my assassination, nor that all my friends are at risk from the organization because of their association with me. I am working with Mr. Greene because he too is the target of this organization's attacks, because he understands, and because he too does not think much of organized evil.

10. Ms. Bartilson claims that my execution of proofs of service on July 30, 1992 in the case of Aznaran v. Scientology, US District Court, Central District of California No. CV-88-1786-JMI(Ex) is an acknowledgement of my intention to wilfully disobey the Sohigian ruling (App. p.7, l.10; LJB Dec. p. 6, para. 11) It isn't. The Sohigian ruling is not intended to and does not prohibit such clerical tasks which can be done by anyone. Signing the proofs of service has nothing to do with my experiences in the organization, concerning which I can provide testimony to claimants and intended claimants only pursuant to subpoena. When I received and read the Sohigian ruling I sought to divine its meaning and apply it sensibly to my life, work and legal situation. If it meant precisely what it said then I would

have to stop breathing because by breathing I would be indirectly assisting any person litigating a claim against the organization entities referred to in sec. 1 of the settlement agreement.

Obviously, therefore, Judge Sohigian did not mean what he stated.

If he meant only that I could not, as opposed to passive assistance to litigating claimants such as breathing, living and writing magazine articles for the public generally, physically act to help such a claimant personally, I would have to ensure every little old lady or little old man I might escort across any old road was not such a claimant. I am certain Judge Sohigian did not intend that. Even an interpretation of the Sohigian ruling that I am prohibited from indirectly assisting any person litigating a claim against the organization entities in that litigation, in some way unrelated to my experiences in and potential testimony against the organization, leads to absurdities that Judge Sohigian also could not have intended. I recognized that the organization would interpret the Sohigian ruling in an absurd way because its way of interacting with me is crazy and its stock-in-trade is perversion of logic and truth; but I reasoned that I could not myself act in an absurd or illogical fashion and pervert truth out of fear of the organization's use of my God-given actions to attack me.

Following Ms. Bartilson's tortured logic, if I got a job as a clerk in the LA Superior Court, for the rest of my life I would not be able to receive, stamp or file any document from anyone involved in litigating a claim against any of the organization

entities. Nor could I answer the phone if a lawyer for such a claimant or even his organization opponents called the Court. If I got a job as a postal carrier I would have to refuse to deliver mail to and from any such claimant. If I became a cab driver I would have to question all my fares and refuse to carry any claimant or his lawyers or witnesses on their ways to meetings, depositions and trials. If the same illogic were permitted in settlement agreements in all cases, and became anywhere near usual in the litigation industry, nobody in this great country could do anything for anybody for fear of violating some non-assistance covenant. The opportunities for unscrupulous groups like the Scientology organization would be fantastic, for anyone who signed such an agreement could be easily framed with settlement violations. Coupled with \$50,000-a-crack liquidated damages clauses the economic possibilities are Hubbardian in megalomagnitude. Trick the clerk into opening an envelope containing anti-organization litigation papers; con the cabbie into driving the wrong person to a deposition; photograph the postman delivering something to a litigant. But I do not believe Judge Sohigian intended such an interpretation of his ruling, and I do not believe such non-assistance covenants or orders are legal or do anything but obstruct the administration of justice and attempt to destroy mens' souls. I believe Judge Sohigian intended only that I cannot make my organizational experiences, which are unique to me, available as testimony to claimants or intended claimants except pursuant to a subpoena. For seventeen

months I have been Ford Greene's sole office helper. I cannot always tell who is phoning Mr. Greene's office before I speak to the caller, and sometimes the callers are people litigating claims against the organization. These same litigants send mail to and receive mail from Mr. Greene's office. It would be unprofessional, discourteous and suicidal to not assist those people by not taking their calls, refusing to handle their mail or not signing proofs of service if I do handle their mail. These are clerical tasks which anyone without any organization experience can perform, and, I believe, are included in Judge Sohigian's specific non-prohibition from "engaging in gainful employment rendering clerical or paralegal services not contrary to the terms and conditions of this order."

11. Ms. Bartilson states in her declaration:

"In July, 1992 following my receipt of a copy of a ruling of Judge Ideman in Aznaran v. Church transferring that case from the Central District of California to the U.S. District Court in Dallas, Texas, I received a telephone call from Armstrong in which he stated that he was calling from Mr. Greene's office and that he needed to receive immediately by fax such transfer ruling of Judge Ideman. I told Armstrong that the May 28 Order prohibited him from assisting the Aznarans or any other litigants against the

Church. He replied that he was trying to help the Aznarans. On behalf of my client the Church, I allege that the statements made by Armstrong as relayed in this paragraph are acknowledgements by Armstrong of his awareness of the May 28 order, his ability to act in compliance of such order and his intention to wilfully disobey its terms."

(LJB Dec. p. 5, para. 9)

Ms. Bartilson's averments are in a different firmament from the realm of truth. On Friday, July 10, 1992 at approximately 2:10 P.M. Ms. Bartilson called Mr. Greene's office. I answered the phone, and she asked for Mr. Greene. I advised her that he was in court. Ms. Bartilson gave me the message that the organization was filing an ex parte application for relief in Aznaran from the US District Court's order of June 25, 1992, attached hereto as Exhibit A. She then said, sarcastically, "You'll just relay the message, right? You won't do any work on the case?" Because I knew Mr. Greene's office had not received the order, concerning which Ms. Bartilson was going to be seeking the ex parte relief, I attempted to relay her message to Mr. Greene's co-counsel on the Aznaran case, John C. Elstead, who I thought would have the order. Mr. Elstead's secretary, however, advised me that he was in Idaho and that she did not know if he had the order. Because of my understanding of notices of ex parte applications, because it was Friday afternoon, because I

did not know how long Mr. Greene would be gone from the office and I had no way of contacting him, because Ms. Bartilson had already called me and announced the fact of the order and spoken to me about the ex parte application, and because the relay of such communications and documents is merely common courtesy between people in the law business, I called Ms. Bartilson back and asked her to fax the order she was referring to. Ms. Bartilson said she wouldn't fax the order unless someone else in Mr. Greene's office asked for it. I simply said that I was trying to help her by making sure the information to Mr. Greene was complete. In her attitude and comments Ms. Bartilson was snotty, and in her present declaration shameless. The order granting defendants' motion to transfer the Aznaran case to Texas, attached hereto as Exhibit B, was signed on August 26, 1992, a month and a half after Ms. Bartilson's call to me on July 10. She is also fibbing about who I said I was trying to help and who called whom.

12. Ms. Bartilson states that in my deposition in this case taken on October 8, 1992 I admit that I was assisting three persons; Tillie Good, Denise Cantin and Ed Roberts, and that whatever it was I said indicates my intention to wilfully disobey the Sohigian ruling. (App. p. 7, l. 18; LJB Dec. p. 6, para 12) Yet there is not one word in the deposition pages Ms. Bartilson cites to that shows I assisted Ms. Good, Ms. Cantin or Mr. Roberts in violation of the Sohigian ruling. I did not assist them and I did not violate the ruling.

13. Ms. Bartilson charges that my interviewing Mr. Roberts violates the letter and spirit of the May 28 order. (App. p. 8, 19, 20) She fails, however, to provide the date of said interview. It was November, 1991, six months before the Sohigian ruling.

14. Ms. Bartilson states that my assisting in the relay of communications between Richard and Vicki Aznaran and Ford Greene are violations of the Sohigian ruling, for which I should be found in criminal contempt and jailed. (App. p. 7, l. 5) Her co-counsel, Andrew Wilson, however, during my deposition in this case on July 22, 1992, clarified what office clerical duties he considered were not prohibited by the Sohigian ruling.

"If you answer the phone because one of your duties is to answer the telephone in the office, that is not part of your duties as a paralegal on the Aznaran case.

"if the communication was 'have Mr. Greene call me,' I wouldn't consider that a paralegal duty."

(Pages 190, 191 from 7/22/92 deposition, attached hereto as Exhibit C) I took Mr. Wilson's comments to mean that he recognized that clerical duties which could be performed by anyone were not prohibited by the Sohigian ruling. I also took his comments to mean that he was going to interpret the ruling sanely, and certainly not in the absurd manner Ms. Bartilson has. I did not consider that when Mr. Wilson was making his statements

he was inviting me to violate the organization's interpretation of the Sohigian ruling so I could be found in criminal contempt and jailed.

15. Ms. Bartilson states that in my letter of December 22 I include the payment of an unspecified amount to Mr. Roberts as a condition to ending my "campaign of harassment against the Church." (App. p. 8, l. 16) Making Mr. Roberts whole financially is not a condition to anything. I have no campaign of harassment to be able to end. The organization has a campaign of harassment toward its innocent members and innocent non-members, which I have attempted with my December 22 letter to resolve peacefully. And the organization is, in its present philosophy and form, not a church.

16. Ms. Bartilson charges that I sent copies of my December 22 letter to 35 individuals in what can only be described as deliberate harassment. (LJB Dec. p. 7, para. 14) I, however, describe my letter differently, and I am not alone. Sending the letter to the various organization addressees made sense because they have a right to know about the risk at which they are being put by the organization's leaders, and because I have a duty to mitigate my damages in this case. Sending the letter to the non-organization addressees was a logical courtesy because they are all affected by the Armstrong litigation, the obstruction of justice spawned by the organization's settlement agreements, the Sohigian ruling, and most certainly would be affected by the organization's ceasing its seemingly ceaseless attacks. I don't

believe any court will order me to not mitigate damages in this litigation, nor do I believe that any court will order me to not attempt to make peace with the organization and not attempt to end the organization's antisocial attitude and actions in order to avoid a significant human catastrophe. If the organization transformed its attitude and actions, as they are directed at its erroneously perceived enemies, into something different from antisocial, I would be more than willing to desist in my efforts.

17. Ms. Bartilson describes CAN as "an antireligious group that advocates the kidnapping and forcible 'deprogramming' of individuals belonging to religions." (LJB Dec. p. 8, para. 17) Because of what I learned over the past year and a half of the organization's attack of CAN and to see for myself what was the truth I attended CAN's 1992 annual conference, which was held this past November in Los Angeles. I am thoroughly convinced that CAN, unlike its attacker, is completely non-antireligious. I am religious, and CAN, unlike the organization, has never attacked me. I am also convinced that not only does CAN not advocate kidnapping and forcible deprogramming of individuals belonging to religions, it does not advocate kidnapping and forcible deprogramming of individuals belonging to non-religious, antisocial hate groups like Scientology. The organization as a hate group was in full force at the CAN conference with lawyers, private investigators, thugs and paid picketers whose sole purpose for being there was to harass CAN members, most of whom are innocent people of good will whose families or lives have

been hurt by the organization or other cults of a similar antisocial and destructive stripe.

18. Ms. Bartilson charges that my making of a videotape of an interview with Jerry Whitfield is a deliberate violation of the Sohigian ruling. (App. p. 9, l. 19) She goes on to state that my production of the videotape interview

"demonstrate[s] most eloquently the contempt which Armstrong has for the legal process, plaintiff's rights, and this Court. His defiance is not accidental or a misstep: it is deliberate, flagrant, defiant contempt. If ever a case cried out for the issuance of an order to show cause, this is the case."

(App. p. 10, l. 16)

The videotape interview is not a violation of the Sohigian ruling because it does not assist any claimant against any organization entity in any claim, arbitration or litigation. It is indirect passive assistance to everyone just as breathing is, and cannot be enjoined by the ruling unless the ruling is interpreted in a foolish manner. As explained in paragraph 10 above, I do not interpret the Sohigian ruling as the organization does because to do so would be foolish.

19. Ms. Bartilson claims that Mr. Whitfield is an anti-Church litigant (App. p. 8, l. 26), and that I made the videotape for possible use in the case of Angel Casillas v. Jerry & Hana Whitfield , Los Angeles Municipal Court Case No. 91K49349 (App.

p. 9, 1. 14; LJB Dec. p. 10, para 22). The Sohigian ruling, no matter how the words are interpreted only enjoins me from assisting claimants or intended claimants against the organization. It mentions nothing about individuals or groups defending against organization claims; therefore I am not enjoined from assisting Mr. Whitfield in the Casillas case. Notwithstanding that fact, the videotape was not made for use in the Casillas case, and I have not assisted Mr. Whitfield in that case.

20. Ms. Bartilson seems to also recognize the distinction the Sohigian ruling makes between claimants against the organization and defendants against the organization because she carefully explains that

"[w]hile the Church is not presently suing the Cult Awareness Network in any litigation, the president of the Cult Awareness Network, Cynthia Kisser, has initiated an action against the Church and its president Heber Jentzsch." (LJB Dec . p. 8, para. 17)

There is no way whatsoever that I will ever be convinced by such assertions, no matter who makes them, especially an in-house organization Scientologist lawyer, whose office doubles as the organization's infamous intelligence bureau, OSA, the Office of Special Affairs. It is my firm belief that each and every one of the some thirty lawsuits filed by "individual" Scientologists against CAN across the United States within the past year has

been fomented, written, filed, financially supported, supervised by the organization and controlled by its leader. If David Miscavige, the organization's admitted supreme leader, ordered the dismissal of any or all of the lawsuits against CAN, it would be done without objection. The organization's use of cutout litigants as fronts and getting them to do some of its dirty work in harassing perceived enemies is common knowledge. Having its agents, lawyers, members and litigation skills lie about who their controllers are, or about any other subject as ordered, is standard organization practice which is also common knowledge. Because the organization is behind the lawsuits against CAN, I am free to provide CAN my assistance in its defense. If indeed the organization is not behind the lawsuits against CAN, and I completely reject such a position, then I am free to assist CAN in those lawsuits for the very reason that organization entities are not parties. If, as Ms. Bartilson perceives it, I cannot assist anyone in litigation in which organization entities are not parties, then I would have to retire as a paralegal, and could never become a lawyer, or for that matter a postal worker or cabby. I cannot see that Judge Sohigian envisioned such madness in his ruling.

21. Ms. Bartilson also charges that the videotape was created "for Whitfield's use in forcible deprogrammings to force unwilling Scientologists to renounce their faith."
(App. p. 9, l.12; p. 10, l. 11)

I have known Jerry Whitfield for approximately six years, and have known his wife, Hana, for approximately twenty-two years. The Whitfields perform a function termed "exit counseling," which involves the education of individuals, who, as Judge Sohigian stated, "get themselves enmeshed in [the organization's] extremist view in a way that makes them unable to resist it apparently," at the request of such individuals' families, in aspects of the organization which have been deliberately kept hidden from the individuals while under the organization's control. Hana Whitfield was a senior aide to L. Ron Hubbard, worked with him personally, and managed sectors of the organization for him for many years, so is an ideal person to educate individuals enmeshed in the organization's extremist view in the dark and secret side of Scientology that is concealed from all but the organization's few leaders while they are inside. That the Whitfields are involved in "forcible deprogrammings" is a "black PR" attack invented out of whole cloth by the desperate organization leaders. Black PR or "black propaganda" is a term used by Hubbard to describe his organization's efforts to destroy people's reputations with lies and intelligence operations involving, inter alia, forgeries, frame-ups and entrapment. The work the Whitfields have been doing is dangerous, because they are the targets of the organization's doctrine and system of opportunistic hatred, also called fair game; but there is no evidence that I am aware of that they have forced anyone to do anything, or forcibly detained anyone. Scientologists do not

have a faith which can be renounced, if by faith is meant anything approximating a system of religious belief. L. Ron Hubbard wrote that Scientology does not depend on belief or faith. He also wrote that Scientology does not consider or deal with God, and he attempted to mock God in his organizational policies. What exit counseling consists of is getting enmeshed individuals to examine the fact that they have been led by deceit and coercion to put their faith in secular representations of secular leaders who do not have their best interests in their minds and hearts and who are turning their good will against their families, friends, society and themselves; and that these leaders are effectuating this perversion of the spirit and will by the secular means of threat, isolation, lies and denial of access to facts and the truth.

22. Ms. Bartilson argues that

"incarceration is an unusually viable vehicle for impressing upon Armstrong the import of his obligations, inasmuch as Armstrong has publicly disavowed money as a meaningful or valuable commodity." (App. p. 13, l. 11)

Ms. Bartilson supports this argument with a copy of an article concerning my economic philosophy which appeared November 11, 1992 in the Marin Independent Journal. My present position is that although money has no value, until it is no longer currency I will accept what I am given and use it for God's work in the recognition that all that I am given, including money, has one

Source. My economic theories, however, are no basis for my being jailed. Following Ms. Bartilson's logic, if incarceration did not restrain me from helping my fellow men, execution would then become "an unusually viable vehicle" to get my attention.

23. The organization's use of this innocuous article from my local newspaper argues strongly for why I must speak out and must do what I can to end the organization's mad war with everyone. In the organization's reply memorandum in support of a motion to strike my cross-complaint and for sanctions filed in this case on November 24, 1992, and to which the Marin IJ article is attached as an exhibit, Ms. Bartilson states that:

"just last week Armstrong chose to gratuitously disclose information concerning the settlement agreement, in another violation of its specific terms, to a reporter interviewing Armstrong on a completely unrelated subject...Armstrong refused to testify concerning some of this same information under oath in deposition in this action, claiming that his side agreement with his former lawyer precluded him from disclosing the amount which he received in settlement to anyone...Obviously, Armstrong had no such compunctions about disclosing the amount to a reporter."

Page 2 from the organization's reply is attached hereto as

Exhibit D. In the organization's motion to compel answers to deposition questions and the production of documents pursuant to notice of deposition, filed in this case on January 6, 1993, and to which the Marin IJ article is also attached as an exhibit, Ms. Bartilson states that "Armstrong has told the media how much he was paid in settlement." Page 9 from the organization's motion to compel is attached hereto as Exhibit E. In the organization's November 1992 edition of their publication, "Membership News," which is a hate parody of CAN's publication "Cult Awareness Network News," the organization cites to the Marin IJ article, lifts the IJ's photograph of me, describes me as looking-"like a cross between Charles Manson and a throwback to the Haight-Ashbury days of acid trips," and insinuates that I urge "kidnapping-for-free." The relevant page from the organization's "Membership News" is attached hereto as Exhibit F. I did not tell the Marin IJ reporter Richard Polito the amount of the settlement payment, and the organization knows that fact because its agent, private investigator Eugene M. Ingram, who has threatened to kill me, who at the CAN conference accused me of having AIDS and spread that diseased rumor at the conference, who illegally videotaped me, who framed my lawyer Michael Flynn, who has filed trumped-up bar complaints against Ford Greene, and who has harassed countless innocent individuals on the organization's orders, was told by Mr. Polito back in November 1992 when he visited the IJ office to "investigate" me that Mr. Polito did not get the information concerning the organization and the

settlement from me but obtained it from a clip the IJ maintained in its own files. A copy of the Marin IJ article of March 21, 1992, which mentions the litigation, the settlement and the \$800,000 figure, which facts did not come from me, is attached hereto as Exhibit G. I am a writer, artist and philosopher. I am the president of The Gerald Armstrong Corporation, I am involved in charitable projects internationally, and I have been given the formula for the Unified Field. The organization has demonstrated by its misuse of the Marin IJ article that it will attack me and my public persona in whatever I do in life, no matter how philanthropic my endeavors, or how unrelated they are to the organization. In the instant application Ms. Bartilson uses the article to support the organization's effort to have me thrown in jail. The organization has disrupted every aspect of my life and will continue to disrupt it and attack everything I do, even if it means denying the world a way by which some of its serious problems might be solved.

24. This is not the first time the organization has attempted to have me charged criminally and not the first time it has concocted an effort to have me found in contempt of court. It tried in 1982 to have the LA Police Department arrest me for sending documents to my lawyer after it had sued me civilly concerning the documents and after the subject documents were surrendered to the clerk of the LA Superior Court. In that case I was found by Judge Breckenridge, because of the organization's antisocial nature and acts and my knowledge thereof, to have been

manifestly justified in my actions. The organization tried in 1985 to have the Boston office of the FBI charge me with impersonating an FBI officer, based on the false statements of an organization agent. In 1986 the organization attempted to have the Los Angeles District Attorney charge me as a result of Ingram's illegal videotaping of me. The LAPD officer involved with Ingram in the scheme, who was paid at least \$10,000 for his help, was suspended from the force. The DA rejected the organization's efforts. In Armstrong I, the organization attempted three times to manipulate the Court into holding me in contempt. Each of these efforts, all of which were based on the organization's false sworn statements, was rejected. In this case, in March, 1992, the organization attempted to have Marin Superior Court Judge Michael B. Dufficy hold me in contempt of court. The copy of the Marin Independent Journal article of March 21, 1992, Exhibit G hereto, is an exhibit to that application, which was also supported by a perjurious declaration of Laurie Bartilson, and also rejected. So far the organization pretends to not get the message: that its unscrupulous use of the courts and law enforcement agencies to attack and threaten innocent people is recognized for what it is and will not be tolerated in our society.

25. I do not believe Ms. Bartilson is a bad person, nor do I think she honestly believes I am a bad person. I believe she is deeply troubled by being compelled to perjure herself over and over and compelled to attack me because she knows I am not the

villain she must make me out to be. I believe she is deeply troubled by her attacks on CAN, the Whitfields and countless other people of good will the organization considers targets. I believe she is deeply troubled by her abuse of the position, knowledge and rights of officers of the court, and the organization's use of her professional status. She demonstrates why people under the organization's control, whether they be lawyers, doctors, peace officers or postmen, cannot and should not be trusted. Only the organization's public and honest renunciation of its antisocial philosophy and practices, and release of all of those professional and ordinary people from its control, will render such Scientologists again as trustworthy as any other free people. Ms. Bartilson is under her organization's leader's malevolent thumb, she cannot make her own decisions, she is deluded, dishonest, and frightened. To do what she does she accepts the organization's pronouncement that Gerry Armstrong is a "suppressive person," that he is one of the "2 1/2 percent" most evil persons in the world, that he is "psychotic," driven by "hidden evil intentions," and "truly insane," that he threatens the whole future of all mankind, that he really is not worth saving, and that it is, therefore, pro-survival, ordered and praiseworthy to attack him. The organization's "legal" position regarding enquiry into the "suppressive person" doctrine and attitude, is that it is protected "religious belief," and the literature, including orders thereon, which must be obeyed, is "scripture." That may be, in that persons and thoughts are holy,

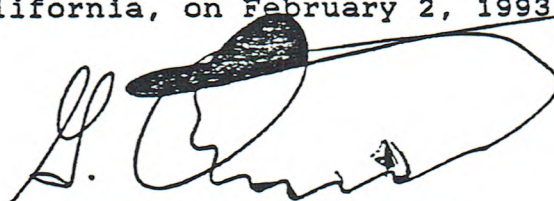
but by its own choice the organization has brought its socially repugnant "religious" doctrines into the secular legal arena for a secular purpose. If Ms. Bartilson rejected the organization's pronouncements she knows that she would herself be labelled "suppressive" and herself become fair game's target. She also knows that the organization has real lawyers doing real things with real private investigators with real guns, all of whom are making real money at their tasks, and that that is the real level to which the organization leaders have taken their unpleasant game in the real world. In her application Ms. Bartilson asks for real law enforcement personnel with real guns to really lock me up in a real jail for real time. Ms. Bartilson should not be condemned for being manipulated by the organization's— malevolence; she, as all victims, should be viewed with much compassion. At the same time, she should be restrained and brought to understand that her acts are malicious, silly and unacceptable from a member of the bar and society.

26. The picture the organization is painting and would have this Court believe is real is that I view the Los Angeles Superior Court, the Sohigian ruling, and Judge Sohigian with contempt, and that my acts demonstrate that contempt. My acts, what I did and said, are detailed above, and I believe demonstrate something different from contempt. I do not deny that I was, until I, in my opinion, understood it and resolved for myself its practical application, perplexed by the Sohigian ruling. I believe strongly, however, that I have respected the

ruling and, although, as stated above, I believe that, even as I interpret and respect it, the ruling is illegal, I have not acted in any way in contempt of it. I believe that Judge Sohigian created with his ruling an invitation for me to appeal it, and provided within the ruling itself the appeal's grounds: its fuzziness, its contradictions, its departure from his hearing comments, its rewriting of the settlement agreement's prohibitions, and its statutory and constitutional violations. I believe Judge Sohigian's ruling strategically left the organization, because it escaped with sudden relief after the previous day's hearing in which he sharply censured its unsavory practices, unwilling to appeal the ruling. This unwillingness is something different from the organization's pattern of appealing everything that can be appealed, and strikingly so here because Judge Sohigian refused to enforce all but the narrowest slice of the settlement agreement, and even that he rewrote in my favor. I believe he offered the organization an opportunity to redeem itself and it is now clear that his offer has not been accepted. I respect Judge Sohigian's intellect and person and am thankful he heard the injunction aspect of my case.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on February 2, 1993.

A handwritten signature in black ink, appearing to read 'G. Armstrong', with a large, dark, circular ink smudge or stamp over the middle of the signature.

© Gerald Armstrong

GERALD ARMSTRONG

May 3, 1993

Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, CA 90028

Dear Ms. Bartilson:

This is in response to your fax letter of April 28, 1993.

You are in error in your interpretation of the December 6, 1986 settlement agreement. I did not agree on that date to forgo future media appearances for a substantial sum of money. I agreed on that date to dismiss my action for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract against your organization for, inter alia, a substantial sum of money.

As you know I would not agree on that date to forgo media appearances, to not speak out against your organization's criminal activities, to not publish and to not communicate my experiences inside the organization, for any sum of money. Only when my lawyer assured me that those prohibitions in the settlement agreement were "not worth the paper they're printed on," and after your organization promised to end its antisocial, tortious and criminal activities, did I agree to sign the agreement.

Thus, I agreed to not speak out, to not publish and not do media appearances, for no money whatsoever. Your continuing libel that I so agreed for "a substantial sum of money," or any money at all, is simply part of your "'fair' game doctrine," which here takes the form of what L. Ron Hubbard called a black propaganda campaign to make me appear to have sold out for money; or in your terminology to position me as a whore.

I agreed to not speak, publish or appear in order to give your organization the opportunity it said it needed to change its antisocial ways. Since you did not avail yourselves of this opportunity, but used my peace gesture as an opportunity instead for more fair game, you are finding yourselves having to face the same situation you faced in 1986.

It is exactly your continuing calumny that I sold out for money, in addition to all the other post-settlement attacks by your organization in breach of the settlement agreement, and its reneging on its promise to end fair game and its other antisocial policies and practices directed at innocent individuals, that now brings me to do media appearances on the subject of your organization's fraud, fair game and irreligion.

Your threat that you will subject me to the liquidated

Laurie J. Bartilson

May 3, 1993

Page 2 _____/

damages provision of the settlement agreement for appearing on KFAQ is obscene. Even its inclusion in the settlement agreement; that is \$50,000.00 per word I write or speak about your organization is obscene. You embarrass all those Scientologists of good will who slave for your organization, whose money you squander, and in whose name you make such hollow and debased threats.

Your threat directed at KFAQ that they would become the target of your pathologically litigious organization for inducing me to breach my "contractual obligations," although equally empty, is certainly reflective of the organization's anti-religious nature; that is, its reliance on lies, lawyers, intimidation, and bluster to achieve its unholy ends.

As you know, I am permitted by Judge Sohigian's May 28, 1992 injunction, unappealed by your organization, to make media appearances such as the one scheduled at KFAQ. As you also know, Judge Horowitz on March 23, 1993 stayed all proceedings in the case of Church of Scientology International v. Gerald Armstrong, Los Angeles Superior Court Case No. BC 052395. This has the effect as well of staying the injunction; therefore I am not constrained even by the narrow prohibitions of Judge Sohigian's ruling. And therefore I am as free as any other person in this free nation to speak, write and appear as I am so guided.

And I urge you therefore to communicate to KFAQ and withdraw your threat of litigation. I also urge you to rethink your attack lines on me and the other litigants who settled our claims against you. To position us as whores, when we attempted to free you from your past is really silly because it only frees us to say, as graphically as literature allows, what that past was that we would free you from, but which your organization, by its actions, insists we bring to the light of truth.

There is no denying that there is a great deal of public interest in your organization and its antisocial practices in which I have a great deal of experience and expertise. Once your organization repudiates its antisocial practices, of course, I will have nothing more to say about them. In the meantime I will try with all my might to do what I am called to do; and an aspect of that is to speak out against your irreligious organization's threats to religion.

Religion will not be threatened. Do not waste your time. There is wisdom. It is not, however, in fair game, in settlement agreements, in attacks on your innocent brothers, in the lies of L. Ron Hubbard, or in stupidity, even if it's given a name suggesting sapience like Scientology.

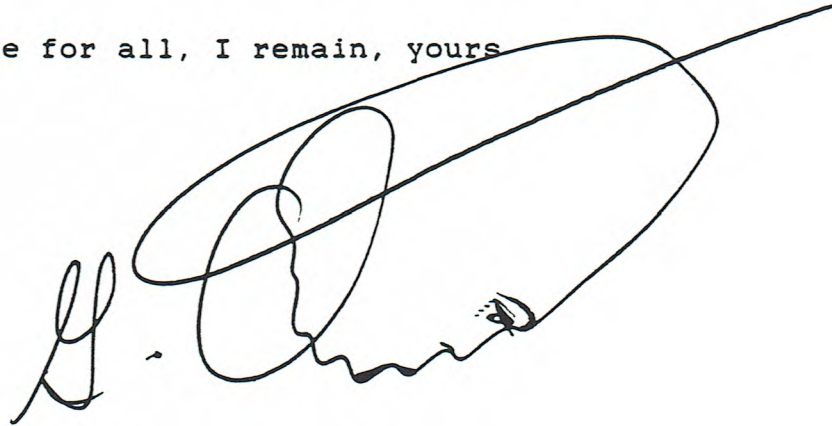
Laurie J. Bartilson

May 3, 1993

Page 3 _____/

I expect to be doing various media appearances in the near future and talks to various groups, including one I have already agreed to with a university psychology class. I think it would be very beneficial, therefore, to resolve our differences as soon as possible by your organization's clear repudiation of its antisocial policies and practices, so that I can have good things to report at these talks.

With a great hope for peace for all, I remain, yours
sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Gerald Armstrong, is written over the closing of the letter. The signature is fluid and cursive, with a large loop at the end.

Gerald Armstrong
C/O Hub Law Offices
711 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)258-0360

:ga

cc: Ford Greene, Esquire
Paul Morantz, Esquire
(without enclosures)

cc: KFOX
Los Angeles Times
San Francisco Chronicle
San Francisco Examiner
Marin Independent Journal
Time Magazine
(all with cc Bartilson 4/28/93 letter; cc 3/23/93 stay
order)

TO: BOWLES & NIXON

AUG-17-'93 TUE 08:26 ID:1

TEL NO: 415-394-856

#626 P03

AUG 15 '93 19:24 HUP 1 AM/FORD GREENE 415-456-5318

P.2/6

August 15, 1993

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street
Suite 480
San Francisco, CA 94105

BY FAX (415)954-0938

Re: CSI v. GERALD ARMSTRONG;
MICHAEL WALTON;
TEE-GEE-ACK,
Marin Superior Court No. 157680

Dear Mr. Wilson:

The above-referenced lawsuit has become Armstrong IV, and CSI v. Gerald Armstrong and Tee-Gee-Ack, LA Superior Court No. BC 084642, is Armstrong III. Armstrong II and I you and I and the courts are all clear about already.

What you have done in filing this lawsuit which you know to be bogus is dishonorable. I am preparing a litigation resolution, but it is a huge, month-consuming task, and I thought maybe there was still an opportunity for something different from litigation which could end it right away. As you know this is what I've tried to do for over 11 years, without, as you also know, much success. Nevertheless, I will attempt again an appeal for sense, so am writing you, this lawsuit's executioner, this letter.

So far, because nobody has come forward to say what I say I am having to say it myself. Appealing first to your fiscal psyche (you wouldn't argue that you're in it for the money, right?) I have spent some forty-one hours on IV, so let's say, \$2255.00, and \$400.00 costs. I'm not sure what Michael Walton's fees and costs are, but I'm fairly sure that if you decided to dismiss the complaint and withdraw the lis pendens immediately he would not object, and would be, I think, fair, in not only fees and costs but damages. An apology would be helpful, but I doubt that he'd even ask for one, let alone insist. In any case, now, as always, is certainly the time, if sense is to be a factor in this senseless lawsuit.

Having said that, I should acknowledge that I am not unaware of the fact that you have a monstrous monetary motivation to have the attacks on your client's "anemies" go on the rest of your career. There is some risk in this to your money mountain, of course, because a malicious prosecution action becomes so obvious in this litigation's solution to itself. Do not therefore, transfer any of your assets from this day forward, because there exists from the time of your first threat in the Armstrong II depositions, and, for your client, from December 6, 1986, a claim, regarding which I urge you to transmit a copy of this

TO: BOWLES & MCION

AUG-17-'93 TUE 08:27 ID:W

TEL NO: 415-394-856

#626 P04

AUG 15 '93 19:25 HUB LAW/FORD GREENE 415-456-5310

P.3/6

Andrew H. Wilson, Esquire

August 15, 1993

Page 2

letter to your insurance carrier. I also urge you to divulge to your carrier all of the facts known by you to underlie not only the Armstrong IV complaint, but II and III, which you have also prosecuted maliciously. If you didn't have a clue about what you were up to before this, please let this be clear notice. While you're at it, be sure to not withhold all the statements you're aware of that I've made that I represent to be fact, and which I say underlie I through IV. If I handled your insurance I would sure tell you to either dismiss IV, or get out of it if your client refuses to allow you to; and the same with II and III. If you're not depending on insurance, but your client's promise to pay for your defense and damages, I suppose I'd have to admit that to prolong your career you'd want to generate as many malicious lawsuits as humanly possible.

There is, then, the matter of your career, short, long or prolonged. I may have a different idea from yours about lawyers, good ones and bad. It's easy to see, in order to stay blind, that making a mess of money, by any means, makes a lawyer good. To me, money and goodness are, in all arguable relationships, unrelated. It is honesty, fairness, discipline, sense and support for those things in justice's system that make goodness in lawyers. Some good lawyers are rich, some are poor. Some bad lawyers are rich, and some again are poor, but all bad lawyers are dishonest, unfair, undisciplined and dense, and it's they who give their profession the reputation it shouldn't deserve. As I said, however, you may have a different view, perhaps something more Hubbardian, of a career in goodness or badness.

Please do not kid yourself that because I have not been destroyed utterly, as Hubbard ordered in his basic litigation policies, your lawsuits are not terrifying, and do not profoundly distress me. Only a madman, even in this litigious land, is not threatened by being named a defendant in any lawsuit to which our courts give numbers and their awful power. Only Rip Van Winkle would not recognize your client as the most vicious litigation machine this land has ever beheld. I am neither mad nor Rip.

You and I both know that your lawsuits are frivolous; but please also realize that I am aware that you know that the fact of their frivolousness does not diminish their danger. In fact, as we both know, their frivolous nature adds to the threat. The organization, as you know, because you know of intel ops going down all the time and sign your name to much of the frivolity, uses litigation to cover, divert attention from, and render incredible or plausibly deniable what's really going on: its secret war of secret meetings, secret orders, secret operatives, secret files, secret accounts, of ambushes, assaults, arsenals and abominations. The latest frivolous flurry - Armstrong III and IV, and their now growing case files - I view as a render-

TO: BOWLES & MAXON

AUG-17-'93 TUE 08:28 ID:1

TEL NO: 415-394-856

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AUG 16 '93 19:25 HUB LAW/FORD GREENE 415-456-5318

P.4/6

Andrew H. Wilson, Esquire

August 15, 1993

Page 3

incredible operation. Your client's position would be, "Why would we kill Armstrong; after all we had just sued him and expected to get a judgment against him for millions of dollars?" If you consider in your assisting of your client that it is too rational or controlled to engage in something as unseemly as assassination, please be on notice that it is neither.

You know me. You've deposed me. You've seen me in courtrooms and hallways. You've read my letters, and either read dozens of my deposition transcripts and volumes of my declarations, or you've deliberately not read them in order for rotten reasons to keep yourself ignorant. You promised to ask your client, David Miscavige, to return the manuscript he had stolen from my car. You've read my IRS book manuscript. You know of operations, FIs, intel, lies, assaults, a list of lawfirms, lawsuits, lawyers and losses as long as your leg. You know that thousands (the org has been saying six million for twenty years; but in any case plenty) of persons around the world are available as perjurers, paralegals or pawns to assist you to assist your client in its litigation goals.

The obvious goals of the II, III and IV litigation package are to silence me and take revenge for my refusal to be silenced. In furtherance of those goals, in Armstrong IV you seek to take away my friend Michael Walton's house, cause him and his family trouble, and in all your lawsuits to cause me trouble, and attack Tea-Gee-Ack's assets and cause it trouble. The organization has other goals in the Armstrong litigation that really are intended to feed its insatiable intelligence appetite, which it camouflages with the uproariously transparent label of "legitimate discovery." It should be clear after three years (using your also uproarious date of February, 1990), three lawsuits, three shots at contempt, more than three media mentions, at least three more books on the subject, and a screen play, that I cannot legally be silenced. Your client's waivers of any right or standing to enforce the now unmercifully silly settlement agreement are strewn along the litigation's length. That aspect of your war with me has long since been lost. The courts of this country have not acceded to your demands that I be silenced, and now they never will.

Without a prayer of achieving its litigation goal of silence, the organization is left with only naked revenge for my rejection of its suppression. Our courts, as you might remember, have often acted to prevent their participation in litigation for revenge; often enough, I would think, to give pause to anyone but the completely insane who would contemplate their use for that base purpose. Revenge itself, a basic Hubbardian policy, although not an invention for which either his estate or the organization holds the patent, is what makes the completely

TO: BOWLES & MCKON

AUG-17-'93 TUE 08:29 ID:W

TEL NO. 415-394-8066

H626 P06

AUG 15 '93 19:26 HUB LAW/FORD GREENE 415-456-5318

P.5/6

Andrew H. Wilson, Esquire

August 15, 1993

Page 4

insane completely insane and certainly insane enough to blind themselves to how crazy revenge really is. It can never accomplish its goal, has no real effect, but since its practitioners consider its effects real (otherwise why indulge in it) it does have the apparent effect of rendering them crazier and crazier. That effect is apparent in the 4 Armstrong cases; the practitioners therein have become crazier and crazier.

There is a legal point, concerning which revenge admittedly may have blinded you, that, even if you decide not to dismiss or exit Armstrong IV, I request that you respond to immediately. You have claimed that:

"Beginning in February, 1990, and continuing unabated until the present, Armstrong has breached the Agreement wilfully and repeatedly, including, inter alia, the provisions of Paragraph 7(D) of the Agreement which require Armstrong to pay plaintiff liquidated damages for each such breach." (Complaint, p. 7, para. 22)

The settlement agreement states at page 8, para. 7(D) that the organization "would be entitled to liquidated damages in the amount of \$50,000 for each such breach." If my breaching of the agreement has continued unabated, there could have been but one breach from February, 1990 forward. Your breaking of that big, bountiful and, as you say, unabated, breach into artificial parts is a contrivance to pad your client's damages, which is, funnily enough, frigging fraud; and I would appreciate your addressing of that damage padding fraud in your response to this letter.

I have written you and Ms. Bartilson before on the subject of mitigation of damages, and I have felt that it is something you have both not well understood, but I will try again here. I have a duty to mitigate damages, and I am damaged each time you tack on another 50 G's for every artificial part into which you divide my life. You have also noted, as I've noted above, that my breaching of the agreement has continued unabated since 1990. It is my duty, therefore, to continue that breach unabated until the agreement is rescinded and no longer exists to be breached. This letter thus also serves to advise you and your client that I am continuing unabated. Please also advise your client to not waste its victims "donations" sending around its camera-toting FIs to try to catch me in an instant when I am doing something other than my unbroken breach. If I am not heard to be breaching the agreement at any moment, I have not stopped doing so, but am just between words or breaching in a whisper. Even in my sleep, though I may not be somniloquizing, I am in every instant breaching the agreement. Please be assured that it is my intention to thus do without ceasing whatever I can to mitigate my damages; and your client's. Even a fool would see that it would be stupid of me to belay my thus far unabated breach, because your client will just do something, as it has done, also

TO: BOWLES & MOXON

AUG-17-'93 TUE 08:30 ID:1

TEL NO: 415-394-85

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P.6/6

AUG 15 '93 19:27 HUB LAW/FORD GREENE 415-456-5318

Andrew H. Wilson, Esquire
August 15, 1993
Page 5

relatively unabatedly, from December, 1986 through present time, to force, goad, trick or trap me into a second breach. Obviously the resolution lies in what I've been saying for years: rewrite the settlement agreement.

If you haven't sensed that your client is paying you to give it only bad advice, please do so now. If you're being paid to not advise your client, be advised that practically anyone (even I) can give it the same advice for practically nothing. I actually do have some advice for both you and your client. Please, look into your hearts and truly question the sense of what you do. If you have trouble looking into your hearts, give me a call because I can help.

And that brings us to the non-litigation resolution of your client's problems, which is really the purpose of this letter. If I really desired to foment litigation, as you repeat so religiously, would I honestly have been so dedicated through all these years to having your client realize the futility of litigation as the solution to its problems? The fact that it sees litigation as a solution is really why its problems persist. Honest, open communication would work, but your client refuses to try it, opting instead for the avoidance of communication by hiding behind layers of lawyers and litigation. Its communications not screened through its lawyers are dishonest and secret. Its leaders hide behind their "own" lawyers and layers of lies and should not be its leaders because its people deserve in their leaders courage, honesty and openness. So again, I extend to you and to your client the invitation to meet with me honestly and openly for the purpose of communication towards the resolution of our conflicts. I will wait until August 17 before I do anything more with this letter. I'm now up to 45 1/2 hours and working hard.

Please look in your hearts and see what you find there.

With a prayer for peace, I remain, yours sincerely,

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415) 456-8450



Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415) 258-0360
Fax 456-5318

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

v. No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.
-----/
and related cross actions.
-----/

DEPOSITION OF GERALD ARMSTRONG
Volume VI - Pages 625 through 752
THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

1 A. Yes.

2 MR. HERTZBERG: Off the record for
3 one moment.

4 (Off the record.)

5 MR. HERTZBERG: Let's go back on the
6 record.

7 Q. Mr. Armstrong, just so the record is
8 clear, the settlement agreement that I'm referring
9 to and I believe you're referring to is a document
10 which has been previously marked as Exhibit 6 to
11 this deposition; is that correct?

12 A. Right.

13 Q. Now, you said that in the course of
14 discussing the settlement agreement with Mr. Sine
15 you spoke about various aspects of it and also
16 including where you were with regard to that.

17 What is it exactly that you discussed
18 with Mr. Sine about Exhibit 6?

19 A. Yeah, I think that your preamble
20 there was in error, and I'm not going to adopt
21 that.

22 But I did -- my recollection is that
23 he was aware of the fact that what underlay the
24 Armstrong IV complaint were claims of breaches of
25 these -- of the settlement agreement on which the

1 Scientology organization was claiming millions of
2 dollars in liquidated damages.

3 I stated that, certainly at one
4 point, that the settlement agreement was
5 unenforceable from the start; and according to the
6 language of the settlement agreement, it was
7 absolutely impossible to live, live by it; and I
8 realize it would have driven me absolutely nuts to
9 even attempt. Nevertheless, I had tried to live
10 by it and live within what I call the spirit of
11 settlement, unless I arrived at a point where it
12 simply was impossible and I had to take a stand
13 and had to do -- take the acts, do the things that
14 I ended up doing.

15 So that there were two aspects of it.
16 One was that even if Scientology had not acted to
17 do the things that it did in violation of the
18 spirit of settlement and do acts as a direct
19 threat to me and those things that I held
20 important or sacred in life, that it was
21 unenforceable on its face.

22 Q. And when you say you had to take a
23 stand and undertake certain acts at a certain
24 point in time, what stand did you tell -- what was
25 it exactly, the gist of the stand that you were

February 1, 1995

Nancy O'Meara
Church of Scientology International
6331 Hollywood Boulevard, Suite 1200
Los Angeles, CA 90028

Dear Ms. O'Meara:

I am in receipt of your press release entitled "Judge Orders
Marin Man to Pay Church of Scientology \$100,000 in Damages."

Although there are many things in your press release which
will be shown in due time to be untrue and malicious, there is
one particularly mean fallacy that I want you to immediately
correct in a follow-up writing to each and every person, company,
organization or group to whom your release was transmitted.

You claim at para. 3 that "In the agreement he signed in
1986 Armstrong promised to refrain from spreading falsehoods
about the Church. According to documents filed in this case,
Armstrong is accused of having knowingly violated that agreement
on a number of occasions as early as 1991."

The "agreement" does not contain a promise to refrain from
spreading falsehoods about Scientology. I have never spread
falsehoods about Scientology, but have told the truth, so there
are no falsehoods to refrain from spreading.

The reason I will continue to tell the truth is stated in my
declaration which accompanies this letter. It is because I filed
this declaration late, and for no other reason, that Judge Thomas
assessed sanctions against me.

What Scientology is doing with me is suppressive, and
threatening to justice, wisdom and innocent people everywhere. I
will continue to stand my ground and I refuse to be suppressed.

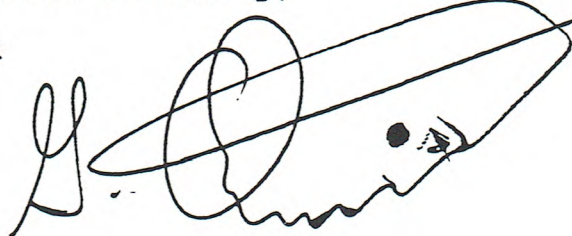
I trust you will read these materials, and welcome your
response. As long as I breathe I will continue to do what I see
as God's will, and continue to bring Scientology's evil nature to
the light of truth.

I accept the opportunity to be the target of your fair game
policy and so bring it and your organization's secret dark core
closer to their end.

Please correct your press release.

Yours sincerely,

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415) 456-8450
cc: Media

A handwritten signature in black ink, appearing to read "G. Armstrong", with a long horizontal line extending from the end of the signature across the bottom right of the page.

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as EVIDENCE IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT, VOLUME II on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY FAX AND MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal

cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on February 23, 1995 at Los Angeles, California.

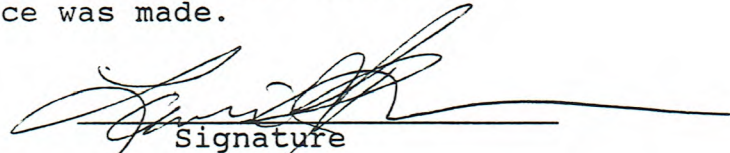
[] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on _____ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie Bartilson
Print or Type Name


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)